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**TRADE SECRET OR PROFESSIONAL SKILL? – EXPERTS’ EXPERIENCES ON THE
IMPACT OF NON-DISCLOSURE AGREEMENTS ON CAREER DEVELOPMENT**

Master’s Thesis

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Abstract			
<p>The topic of this study is based on non-disclosure agreements and whether they can be seen to have an impact on the career development of experts. The aim is to find an answer to the research problem formed by the topic with the help of a research question <i>"To what extent do experts feel that non-disclosure agreements have an impact on how they can make progress on their careers?"</i> and with two sub-questions <i>"What information was understood included in the non-disclosure agreement?"</i> and <i>"Where does the boundary between expertise and trade secrets theoretically go?"</i>.</p> <p>Non-disclosure agreements are very common today and have become a regular part of the content of an employment contract. However, there have been indications in previous studies that experts see non-disclosure agreements as limiting and slowing down their work. The job description of experts differs from other employees in that they often possess information that no one else in the organization holds. This situation may obscure the expert's perception of which information in his or her possession is a trade secret of the employer and which information or skills can be considered to belong to the expert's personal knowledge capital.</p> <p>The analysis method that has been used in this study is inspired by Grounded Theory according to Gioia methodology. In accordance with the methodology, the research did not in principle focus on proving or refuting previous research results, but sought to highlight the voice of the interviewed experts, and the theoretical framework of the study was formed on the basis of themes emerging from data analysis. The empirical material of the study was produced by interviewing five experts and each comes from different backgrounds. The interviews were conducted with semi-structured thematic interviews.</p> <p>Based on the results of this study, it could be seen that the experts did not feel that confidentiality agreements would hinder their career development according to this sample. However, it was seen that the experts' experience with the non-disclosure agreement was due to a weakening of the agreement between the expert and the former employer in a job exchange situation, making also the line between one's own professional skills and the employer's trade secret became blurred.</p> <p>This study introduces the reader to the role of experts in organizations and their independent attitudes towards their own careers and development. In addition, this study enables the reader to form a broad understanding of personal, legal, and employer-directed practices that affect to confidentiality. Although the results of this study are generalizable only in this particular research, the outcome of this study will be able to provide organizations with information on how important experts consider the non-disclosure agreements to be for career development.</p>			
Keywords Confidential information protection, Trade secret, Professional skill, Non-disclosure agreement, Career development			
Additional information			

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1 INTRODUCTION

Secrets pose vexing problems in terms of law and society. Free societies and free markets generally require openness and transparency. However, individuals, states, and firms that participate in said markets often foster intimacy and secrecy. (Lin, 2013.) Non-disclosure agreements have become very widely used, and they can nowadays be called a part of an employment contract. Researchers have also become more interested in non-disclosure agreements, and in previous studies, it has been argued, that experts consider confidential information agreements as limiting their work. (Hannah, 2006, Nyblin, 2008, Ahtela 2018.) It is interesting to place this group under investigation because it differs from other employees in the organization in that they generally have unique knowledge of the procedures of the organization. Consequently, it is common for the experts to hold a trade secret and, at the same time, feel that the trade secret is part of an expert's individual professional capital (Hannah, 2007). Therefore exploring this dilemma could provide valuable alternative perspectives on non-disclosure agreements for both public and private employers.

This study focuses on the protection of confidential information and if this protection affects the career development of an expert. The parties to a non-disclosure agreement may rely on good business practices to safeguard the rights of the parties and also impose obligations on the counterparty. This study emphasizes, in particular, the responsibility of the expert to protect confidential information in the context of a job exchange.

1.1 Theoretical and contextual background

The exact origin of the non-disclosure agreements is unknown, but they began to gain ground in the 1940s and in the 1980s the concept of these kind of contracts became conventional. Soon after non-disclosure agreements became a mandatory provision in employment contracts, especially in the professional environment, they also became a regular part of legal settlement agreements. (Dean, 2018.) The main purpose of a non-disclosure agreement is to restrict the rights of employees to disclose or use an employer's trade secret during and/or after employment (Lee and Davidson, 1993 via Hannah, 2007).

In today's world, non-disclosure agreements play a key role in employment contracts, because arguably one of the most valuable asset of a business is its confidential information (Ahtela, 2018). According to Richardson (2008) and Van Kessel (2008), perhaps even surprisingly, the actions of in-house employees have been shown to cause more information security incidents than computer hackers or other criminals. To clarify the situation, in-house employees may cause a greater threat to the organization than those outside the organization, because they hold intimate knowledge of the organization's information systems and gain access to sensitive information during their normal work duties (Herath & Rao, 2009a, 2009b; Bulgurcu, Cavusoglu & Benbasat, 2010; Johnston & Warkentin, 2010; Siponen & Vance, 2010). However, the threat of the in-house employees is not purely hypothetical and for example Symantec and Ponemon (2009) have encountered employees who have admitted that they have stolen confidential data, such as customer contact information. Because these kind of misuses of confidential information, enormous losses have been reported (Hannah, 2006).

Previous studies have found a weakening of the protection of confidential information in a job exchange situation, and this phenomenon has been studied using the Expectancy theory model (Vroom, 1964 via Hannah, 2007; Leonard et al., 1999; Isaac, et al., 2001; Fudge and Schlacter, 1999; Karathanos, et al., 1994). As previous studies (i.e. Hannah, 2005; Baughn et al., 1997, p. 105) have found the misuse of confidential information in job change-related and career development situations, it is also important to highlight the trust between the employee and the employer as well as the motivation to keep the confidential information secret. Horizontal career development has become more common and vertical career development within the same organization has decreased. When an employee leaves the organization and changes to a new employment relationship, the trust between the former employer and the expert is emphasized. (Six & Sorge, 2008; Lewis & Weigert, 1985; McAllister 1995; Zand, 1972; Zucker, 1986.)

1.2 Purpose of the study, research gap and research questions

The purpose of this study is to understand the thoughts of those working in an expert or specialist role, whether a non-disclosure agreement have an impact on their career development. The purpose of this study is defined by research questions. Research questions are arranged to serve the broadest possible range of subjects. Experts from different organizations have been selected as the target group for this study. Each interviewee in the study works in a different field, such as start-ups, large global organizations and public organizations. The heterogeneity of the interviewee group enables discussion between the interviewees' answers and previous studies, but also provides readers with an interesting framework for comparing differences and similarities between the experiences of experts and specialists in different fields.

This study is geographically limited to Finland and therefore the problems of the study are examined from the Finland's legal point of view.

This research is useful in the field of research on confidential information. Most previous research on confidential information has been based on how an employer can protect its trade secrets from disclosure or how important the employees attach keeping confidential information as a secret (Hannah, 2007). This study continues this thinking and introduces, as a new perspective, the potential impact of non-disclosure agreements on the career development of experts. Hence, the study aims to answer the following research question:

“To what extent do experts feel that non-disclosure agreements have an impact on how they can make progress on their careers?”

In order to support the main research question, it is essential to gain knowledge about what information the interviewees feel belong to their professional skills. Because of the need of this important information, two sub-questions are proposed:

1. *What information was understood included in the non-disclosure agreement?*

2. Where does the boundary between expertise and trade secrets theoretically go?

The replies provided were used to determine whether the respondents correctly processed the confidential information or whether they bent or broke the provisions of the non-disclosure agreements.

1.3 Research methodology, contents and structure

The research of this study was carried out as a qualitative analysis. Qualitative research involves a number of different approaches, so it is not a research approach to any particular discipline or just one way of researching. (Saaranen-Kauppinen & Puusniekka, 2006.) At the heart of qualitative research are meanings that manifest in many ways (Varto 1992, p. 42). Because of these diverse meanings, the empirical study of this study has been inspired by the Grounded theory and the Gioia methodology. With this theory and methodology, the study is able get a broad and relevant picture of the subject being studied. The use of the Gioia methodology proceeds by first acquiring a basic knowledge of the research topic, then performing an empirical part of the study, and starting to deepen theoretical knowledge based on the themes that have emerged in the empiric. For this reason, it is important to clarify to the reader at this stage that the theoretical framework presented in chapter two has been collected after the empirical study was completed, following the practices of the Gioia methodology. (Gioia et al. 2013.)

This Master's Thesis proceeds as follows. Chapter two introduces the most important concepts, sources and theories used in this study. In addition, previous studies relevant to the topic is presented. Chapter three introduces the research methods and the collection, classification and analysis of research material. Chapter four is an analysis chapter in which research methods are applied to collected and structured data. The chapter describes how the data analysis was done, what analysis gave to the research question and what differences or similarities were highlighted by the analysis. Chapter five is the conclusion and there will be discussed whether the results support the theory or whether any contradictions were found. The chapter also discusses the significance of the results of the analysis and gives proposals for the future research.

2 CONFIDENTIALITY DETERMINANTS AND EXPERIENCING THEM

In this chapter, confidentiality is dealt with first as the experience of the individual expert and then from the perspective of the employment relationship. This is followed by a more detailed presentation of the legal and regulatory definition. The sub-chapters of this chapter are built around the themes shown in Figure 1 and they form a definition of the phenomenon under study, that is based on previous research, theories, and legislation on confidentiality and its effect on the career development of experts.

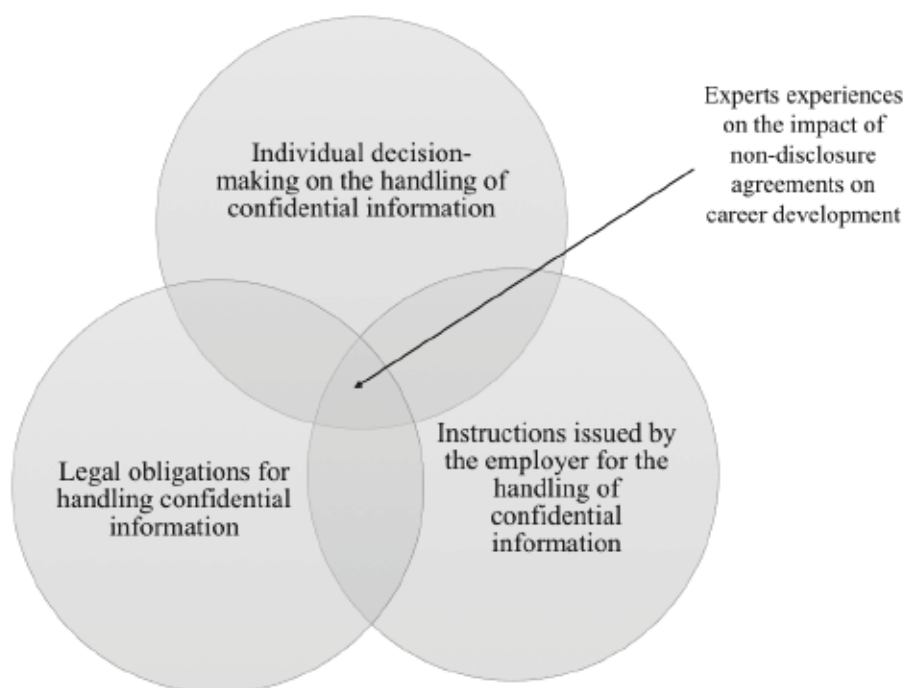


Figure 1. Presentation of the factors influencing the Expert's experience.

2.1 Experts and expertise in organization

“Often undervalued, experts possess a mastery of their jobs that makes them almost irreplaceable” (Prietula & Simon, 1989). The object group of this study is experts, and in this context, an expert means a person who works in an organization in a role where experts possess unique knowledge or skills that no one else in the organization owns. Prietula and Simon (1989) suggest that in organizations, experts are generally placed in lower-level organizational roles that collaborate with clients or in a position where many functions combine.

There are several definitions for the term expert. McCall & Hollenbeck (2007) define an expert as a person who is capable of producing superior reproducible performance in a task. Ericsson (2006) presents definitions for the term expert provided by Encyclopedias. The first definition is from Webster's New World Dictionary (1968), and it describes expert as a person who is well versed in a particular field of expertise and demonstrates proficiency in that field. The second definition is from Wikipedia the Free Encyclopedia, and according to that, an expert is a person who is widely identified as a reliable source of knowledge or skills, and because of expert's important assessment skills, others have given the expert the position of authority. (Ericsson, 2006.) This study emphasizes in particular the specific competence of experts and the confidence of the rest of the work community in the knowledge and competence of experts.

In addition to the term expert, the term expertise is important to clarify. McCall & Hollenbeck (2007) state in their article that expertise is for the most part learned. Many expert studies have shown how expertise is usually limited to a very specific area of knowledge or skill. By this, McCall & Hollenbeck (2007) mean that experts are not assumed to be good at everything they do and society does not expect a top-skilled chess player to be an expert in, for example, surgical procedures. According to Prietula and Simon (1989), expertise involves much more than knowing the facts. The expertise is based on a thorough knowledge of the problems that constantly occur in a particular job. Knowledge has been accumulated from similar experiences in the past, which the expert is able to utilize again and again in his or her work and thus provide an opportunity to overcome previously met problems and to apply the information to new problems. Experts have the ability to incorporate their intellectual energy and resilience into the tasks at hand, the flexibility to try again after a failure, and the ability to lead themselves towards the designed goal, even if it is not yet clear at sight. In addition to this, experts often hold so-called tacit knowledge they have learned from the world surrounding their lives. (Prietula & Simon, 1989.)

McCall and Hollenbeck (2007) suggest that years of experience in a particular area of expertise do not yet make a person an expert. Also important is the significance of the experience gained over the years and the motivation and passion gained through it for each individual. Ericsson et al. (1993) share this view and argue that the difference

between experts and other employees is reflected in lifelong knowledge to strive to improve performance in a particular area of competence. In this study, expertise is seen as a personal personality-related accumulation of knowledge that arises from an individual's motivation and desire to learn. In addition, an individual's passion for self-development is seen as a commitment to continuous improvement and career development.

2.2 Experts' career development

Instead of staying in one organization for their entire career, individuals are changing organizations in order to further develop their careers (Shafer et al., 1991; Wehman, 1986). In this study, attention is paid to those points of career development where the change is also related to the change of the employer organization.

The notion of a rigid, unchanging career and advancement in the company along the ladder model has gained new perspectives (Baruch 2004, p. 13). An individual's career is no longer seen as linear, but has become a multi-directional and multifaceted career. For this reason, flexible career development allows the possibility of moving forward, sideways or even backward during one's career. (Salminen, 2005, p. 38.) In addition, career choice is no longer a one-off, but a career consists of a series of consecutive decision situations in which the choices made affect to future opportunities (Huuskonen et al., 1990).

Due to the change in working life and career development, the so-called traditional definition of career has also had to be expanded to better reflect today's career and its diversity (Arthur & Rousseau, 2001). Careers can be viewed from many different levels. Douglas Hall's (1976) very traditional definition of career describes the concept of career as a combination of work-related perspectives, procedures, and experiences formed by an individual during his or her lifetime (Hall, 1987, p. 302). In addition, for example, Baruch & Rosenstein (1992, p. 478) define the concept of career as a process of employee development from which one has the opportunity to learn throughout one's life. A career has also considered to be a storage of knowledge (Ruohotie, 2002, p. 205). Today, a career is seen more as an enabler of development for an individual,

and time in the service of one organization may only last for a few years (Baruch, 2004, p. 4).

According to Heinonen (2019), experts are well-established independent employees, and individualization, which is an important theme in the careers of experts, emphasizes internal satisfaction. Unfulfilled hopes trigger a desire to seek a new direction for a career. In addition, experts are motivated to develop themselves and learn something new at work. For this reason, many often change jobs to broaden their perspective. A curious attitude and self-confidence lead to a desire to move forward. An expert's independent approach to his or her own career and career development is a challenge for the employer. (Heinonen, 2019, pp. 30–36.)

With successful commitment and a relationship of trust between the expert and the employer, employer can guide the expert to pursue the organization's goals through their work. From a confidentiality perspective this is important, because by achieving common goals in dealing with confidentiality, the expert will be able to handle the confidential information of the employer properly as one progresses in his or her career. (Meyer, 2002; Klee, 2000; Morehead, Dworkin & Callahan, 1998; Nyblin, 2008; Hannah, 2005.)

2.2.1 Commitment

Based on previous research, career development can be seen as part of affective commitment, in which case it is related to the development of the individual in work and thus to career development (Meyer & Allen, 1991; Meyer et al., 2002). Morrow (1993) sees career development above all as part of an ongoing commitment, because then the employee calculates his or her career ahead either in the same company through new roles or outside the company.

Affective commitment reflects an employee's desire to work in an organization and it also embodies positive feelings and thoughts in the organization where the person works. (Meyer & Allen, 1991; Cohen, 2007). Personal participation and interaction skills as well as identification and consistent values with the organization promote commitment to the organization (Meyer & Allen, 1991). According to Allen and

Meyer (1990), in organizational engagement, affective commitment describes an emotionally related engagement that refers to employees' psychological dependence, identification, and participation in the organization. Affective engagement has a positive relationship to both employee- and organization-related outcomes, such as participation, performance, and work community skills. Affective engagement is also associated with better job satisfaction. (Meyer et al., 2002.)

Meyer and Allen (1991) suggest that commitment develops as a result of experiences that satisfy an individual's needs and are consistent with his or her values. Steers (1977, p. 47) has previously suggested that job description and its characteristics have an effect on an individual's level of engagement. It is influenced by the challenge of the work, the possibility of interactivity and the amount of feedback received from the work.

2.2.2 Trust

The most common definitions of trust are considered to be psychological willingness to accept vulnerability (trust as an attitude) and behavioral decision to accept vulnerability (trust as a choice). The definition of trust and its development depend entirely on the subject, object, and context. (McEvily & Tortoriello, 2011.) In this study, it is a matter of trust between the employer and the expert in this study and both of the above definitions of trust are relevant to this study.

Trust is holistic and necessary. It is also open to deception, and blind, absolute trust is not wise. Trust can have an external value that helps achieve social or economic goals, as well as an internal value that is a part of well-being and quality of life. Trust within people inside and between organizations is seen as an important mechanism to increase satisfaction, engage members, and increase organizational efficiency. (Six & Sorge, 2008; Lewis & Weigert, 1985; McAllister 1995; Zand, 1972; Zucker, 1986.)

The importance of trust in employment relationships has gained ground, as the interaction between independent entities (people and organizations) arguably affects to the increase of financial success. (Nooteboom, 2002, pp. 4–5.) Trust plays an important role, especially in situations where there is a high degree of uncertainty

about unfulfilled expectations, a high level of control vulnerability or a high degree of long-term interdependence. (Li, 2012). In addition, trust has important implications for people's behavior. Trust reduces the need for control, vigilance, and security, increases the degree of commitment to the relationship, and expands interaction between the parties. Trust is beneficial to both employee and employer at the organizational level because it reduces data processing costs, increases satisfaction with the relationship, and reduces uncertainty between the parties. (Bachman & Zaheer, 2006, pp 169–173.)

Later in this chapter, the definition of a non-disclosure agreement is discussed in more detail, emphasizing the ambiguity of the agreement. This interpretability is first considered from an expert's perspective. The interpretability of the agreements emphasizes the expert's personal decision-making ability and the importance of trust relationship with employer. The next subsection discusses decision-making related to the disclosure of confidential information and the motivation to maintain trust from the perspective of Expectancy Theory.

2.3 Decision-making and motivation to maintain secrets

Motivation is like a driving force which encourages people to achieve their goals. People need motivation also in their working life, so there is a better chance they can achieve the organizational goals they are responsible for. The relationship between the desired results of an organization and one's personal goals is important, as it is desirable to try to find a situation where this relationship is mutually beneficial. (Parijat & Bagga, 2014.)

Expectancy theory illustrates individual decision-making factors and with these seek to understand how the consequences of action affect decision-making, for example in a situation where an individual decides to disclose trade secrets (Vroom, 1964 via Hannah, 2007). The theory suggests that individuals are particularly motivated to follow behavior that leads to desired outcomes. Similarly, individuals are not willing to make decisions that are likely to lead to negative outcomes. (Steers and Porter, 1991, via Hannah, 2007.) Expectation theory seeks to determine the role that motivation plays in workplace behavior (Leonard et al., 1999). Parijat and Bagga (2014) present

four variables that Vroom (1964) has discovered to influence employee motivation (1) Personal effort, (2) Personal performance, (3) Reward / Outcome, (4) Personal goals.

In addition to these variables, Vroom (1964) has found three relationships between the variables named above. The first relationship is between effort and performance is called Expectancy, but is also known as E-P linkage (Isaac et al., 2001). The label refers to a situation where an employee who feels a certain level of performance is achievable, increases their effort and understands the importance of his or her work (Karathanos, et al., 1994). The second relationship can be found between performance and rewards or outcomes and it is called Instrumentality or as the P-O linkage (Isaac, et al., 2001). Instrumentality focuses on the connection between effort and expected reward or outcome and the important function of the P-O linkage is to ensure that promises made are kept. If this cannot be verified, the P-O linkage will be severely deteriorated. (Fudge and Schlacter, 1999; Karathanos, et al., 1994.) The third relationship between expectancy theory variables can be found between rewards or work outcome and personal goals and it is called Valence. Valence aims to capture the likelihood that a person will appreciate the reward they receive. Individual's personal preferences influence to Valence, as people appreciate various rewards, such as pay rise or successful outcome. (Fudge and Schlacter, 1999; Gerhart, et. al., 1995.) Any weak link in the chain significantly affects to an employee's motivation and because of this the weakest link in the chain determines how strong the chain as a whole can be (Isaac, et al., 2001). Figure 2 shows the parts, links and entity formation of the chain described above.



Figure 2. Expectancy theory model (After Isaac, et al., 2001, p. 216).

It is a good idea to keep an employee's wishes in mind in the organization in the short as well as in the long run, as their fulfillment will allow employees to continue their worthwhile activities by increasing their motivational state. Isaac et al. (2001) express that it is important that throughout the chain, the individual's aspirations for the end result, but also the aspirations of the organization merge, meaning that the organization must take steps to match their expectations and those of their employees. Vroom (1964) suggested that people consciously choose certain behaviors based on their past perceptions, attitudes and beliefs. The choice of policies is intended to increase motivation and avoid unpleasant situations or feelings.

In Expectancy theory model, individuals feel motivated to act in the requested manner, when three conditions are met. The first one is that the effort an individual experience corresponds to acceptable performance. Secondly, achieving acceptable performance results in a meaningful end result and thirdly the individual can value the achieved end result. (Isaac, et al., 2001.) Watson and Hewett (2006) illustrate Expectancy theory in the context that employees are likely to share information in situations where they expect the sharing to lead to positive outcomes. Examples of positive outcomes include situations where work can be done more efficiently, facilitating team effort or convincing colleagues with useful information.

Hannah (2007) illustrates the information disclosure situation with a variation of Expectancy theory model, which reflects a series of events that an employee goes through when thinking about whether or not to reveal a trade secret and this chain of thoughts is illustrated in Figure 3.

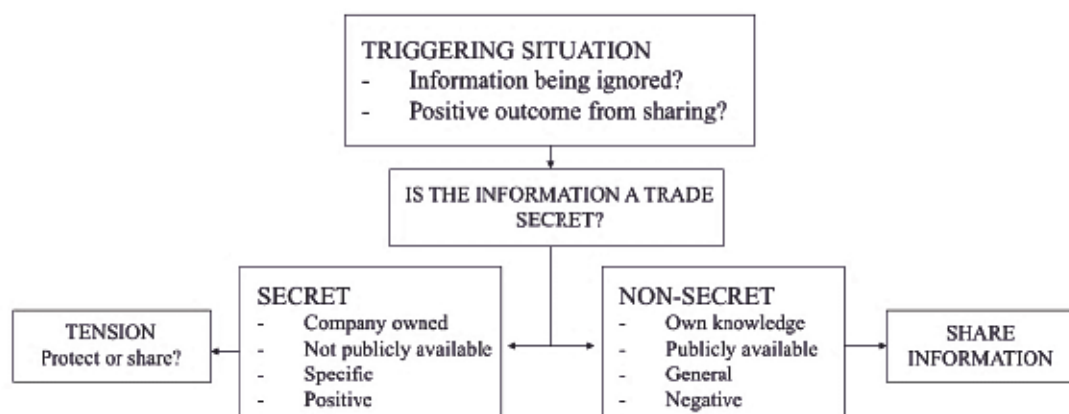


Figure 3. Sequence of events in protect vs. share decisions (After Hannah, 2007, p. 479).

In the first step, the employee will consider whether the work-related confidential information is going to help to achieving the desired outcome. If the employee feels that the information will not contribute to the outcome, the disclosure of the secret will be forgotten. However, if the employee feels that he or she has information that is not, in their opinion, a trade secret, the sharing of information is considered legitimate. Hannah (2007) points out that individuals' perceptions of trade secrets are not necessarily accurate in the sense that they may not be consistent with the legal definitions of trade secrets.

In the next subchapter, there is going to be a shift from expert perspective to employer perspective and more detailed definition about the significance of the non-disclosure agreement for the employer is brought up. In addition, the following subchapters provide a more detailed description of the statutory definition of confidential information, non-disclosure agreement, and trade secret. Finally, the differences and similarities between trade secrets and personal professional capital are compared.

2.4 Confidentiality in employment relationship

For employers, non-disclosure agreements are important and the most common way to protect their intellectual property (Klee, 2000). With the agreement in place, the employer is able to show the employee that everything created in work is the property of the employer and remind employees of their obligations to obtain information and maintain trade secrets. (Klee, 2000; Morehead, Dworkin & Callahan, 1998.) It is essential for a company that the people who work for them also add value to the company (Olander & Hurmelinna-Laukkanen, 2015). While the company must provide its employees the most innovative and motivating working conditions possible, the company must also ensure that assets, that are valuable to the company remain within the company.

The indistinct line between regulation and encouraging creativity can sometimes lead to mistrust among employees. One concrete example of a situation like this is company-specific knowledge assets. According to Nyblin (2008), employees pose most significant challenge for the trader in protecting trade secrets, and the reason for this is, that the trader will regularly have to disclose their confidential information to

the employees in order to carry out their duties. The other fact is that in many cases, employees act as developers of knowledge assets, so it is vital for companies that employees are committed and have a positive attitude towards information management and do not feel that it is restricting work. (Hannah, 2005; Olander & Hurmelinna-Laukkanen, 2015.)

It should be noted that in addition to the non-disclosure agreement, it is crucial for the employer to be on the same page about the attitude of employees towards the handling of confidential information. These attitudes may be influenced by, for example, inconveniences to work due to compliance with the agreement, fear of penalties for non-compliance with the agreement, inherent incentives to comply with the requirements of the agreement, and understanding the vulnerability of knowledge assets. (Bulgurcu et al., 2010; Fuller et al., 2000; Hannah and Robertson, 2014.) Where employees are an important resource for companies, they can also be seen as the weakest links with regard to secret knowledge, and the advancement of the employee in his or her career is one of the most significant threats to the loss of the company knowledge (Bulgurcu et al., 2010; Hannah and Robertson, 2014).

However, new information is not created without sharing the old one and successful business often requires the active sharing of information rather than limiting access to information (Nyblin, 2008). Regular work tasks often involve collaborating with colleagues or stakeholders, and in these contacts, sharing information is part of the interaction. (Minbaeva, 2005; Olander & Hurmelinna-Laukkanen, 2015). Not all information should still be shared, and employees who hold confidential information are required to treat it under the guidelines provided. When deciding whether or not to share information, employees need to be prudent time and time again. Still, attentiveness alone is not enough and the understanding of information sharing rights is important. (Olander & Hurmelinna-Laukkanen, 2015.)

The extent of employee communication and activity monitoring are essential factors in preventing inadvertent information flows, and well-designed guidelines can better manage communication (Liebeskind, 1997). These measures are also crucial essentials when it comes to protecting knowledge capital (Baughn et al., 1997, p. 105). Mischel (1973) calls for a strong psychological impact on communication design and

management. In psychological situations where instructions are clear and identifiable, employees share an employer's interpretation of certain events and are therefore able to behave consistently and show a similar orientation toward goals and performance. On the contrary, in uncertain situations, employees interpret their environment differently from the goal of the organization, thus presenting different behaviors and actions.

Different ways can be used to combine the employer's and the employee's vision of the company's valuable information assets. One example of these is the HRM system, which can be used to influence employees' perceptions of company's knowledge assets (Olander & Hurmelinna-Laukkanen, 2015). A correctly implemented HRM system can have a significant impact on how company values can be implemented throughout the organization and clarify for employees what information is important to the employer company (Becker and Husleid, 1998; Hurmelinna-Laukkanen & Gomes, 2012). Effective recruitment and dismissal practices and acceptance of staff turnover can play a significant role in the implementation and management of data protection. Employees must be reminded that they cannot take advantage of company trade secrets when they leave the company already during their employment. (Boxall, 1998.) Regardless of the hedging methods used, maintaining the knowledge capital created in a company requires trust in employees (Hurmelinna-Laukkanen & Gomes, 2012).

2.5 A legal perspective on secrecy in employment

In Finland, trade secrets are regulated by the Employment Contracts Act, Chapter 30 of the Criminal Code of Finland, the Act on Unfair Business Practices and the new Trade Secret Act, which came into force in August 2018.

Directive 2016/943 of the European Parliament and of the Council, the so-called Trade Secret Directive, aimed to harmonize Member States' legislation on the protection of business secrets at EU level. This goal was also behind Finland's Trade Secret Act, which can be considered as a big step forward in protecting the intangible assets of companies and individuals. The Trade Secret Act defines the most important concepts from the law's point of view and provides for the unlawful acquisition, use and

disclosure of trade secrets. With the new law, national regulations are clarified and harmonized, although the level of protection in Finland will remain mostly the same. (Virri, 2018.) At the same time the definition of trade secret in the Trade Secret Act better corresponds to EU practices. (HE 49/2018 vp.) Section 2 of the Trade Secret Act provides the following definition for the term trade secret:

“For the purposes of this Act:

(1) Trade secret means information:

(a) which, as a whole or in the precise composition and combination of its parts, is not generally known or easily accessible to persons who normally handle such information.

(b) which, by reason of the characteristic referred to in subparagraph (a), has economic value for the trader; and

(c) which the lawful owner has taken reasonable steps to protect it;

2) holder of a trade secret means a natural or legal person who has legal control over the trade secret;

3) a product infringing a trade secret means a good or service the design, characteristics, operation, production process or marketing of which obtains a significant benefit from a trade secret unlawfully acquired, used or disclosed.” (Liikesalaisuuslaki (595/2018) 2§).

The fact is that Finnish legislation does not recognize the term confidentiality agreement. When it comes to confidentiality agreements, there are several different types of agreements which can be included under the term, for instance non-disclosure agreements, non-compete agreements and non-solicitation agreements. The confidentiality agreement as a term is more of a general representing all the concepts mentioned above. (Ahtela, 2018.) This study deals with non-disclosure agreements. A non-disclosure agreement is defined as a legally binding agreement that creates a confidential relationship. The parties to the agreement agree that any sensitive information provided to them will not be made available to others. (Twin, 2019.) This requires defining the confidential information and permitted and prohibited actions (Grossman, 2004).

In Finland, non-disclosure agreements are not made because of sanctions, but more in the informative sense to emphasize the importance of confidential information and the importance of data security. Non-disclosure agreements are nowadays a part of the organization human resources policy and are designed to prevent abuse of confidential

or secret information belonging to the employer. (Ahtela, 2018.) In Finland, non-disclosure agreements that are included to employment contracts cover the protection of confidential information during the employment, but also for two years after termination. In addition, non-disclosure agreements may contain an indication of the continuation of the commitment until such time as the information retains its confidential nature. (Ahtela, 2018; Forsén et al., 2007.)

The employee has a very strong statutory duty of professional secrecy in Finland. This is complemented by the possibility for the employer to give the employee more specific instructions and regulations on the confidentiality procedures to be followed during the employment relationship. The employee is bound by the general loyalty towards his or her employer, which means that the employee must avoid doing anything that is contrary to what is reasonably required from the employee in his or her position. (Ahtela, 2018.)

The concepts of trade and professional secrecy vary in different laws, both in the legal literature and between different scholars. In summary, a trade secret can be considered to mean a trade secret, professional secret or other similar secret information that has a competing economic significance in the course of business. (Huhtamäki, 2014, pp. 236–245.) By its very nature, a trade secret is information, that is so-called intangible asset and in principle, a trade secret can be information of any content. (Huhtamäki, 2014, pp. 236–245; Rissanen et al., 2006, p. 904.)

2.6 Non-disclosure agreements in expert roles

From the employee's point of view, the most important need to utilize the information learned at work for the benefit of someone other than one's own employer, is most likely to arise when moving to a new role or starting one's own business after an employment relationship (Nyblin, 2008). On the other hand, the situation where employees move to a new role into a new organization is one of the biggest threats to employer's ability to protect their secrets. (i.e. Barrier, 2004; Halligan, 2003 via Hannah, 2007; Saunders, 1985 via Hannah, 2005), In Finland, non-disclosure agreement with a former employer may continue for up to two years after the termination of the employment relationship (Ahtela, 2018). However, in addition to

prohibitions and restrictions, it should be noticed that it is excessive to impose unreasonably high barriers to the movement of workers from one employer to another or the creation of new companies by former employees (Nyblin, 2003).

In a non-disclosure agreement, it is important to emphasize the difference between a trade secret and an employee's professional skill. These terms are presented in more detail in the following subchapters. In the final subchapter it is considered, whether a change of job may have an impact on these differences.

2.6.1 Trade secret

Trade secrets are defined as intellectual property (Lee and Davidson, 1993; Merges et al., 1997; Cohen and Guttermann, 1998; Hannah, 2006) and are a form of organizational knowledge that cannot be directly owned but may be held (Hannah, 2005). Trade secrets are an important source of competitive advantage, especially when the encrypted information is held solely by the company that owns the information. (Liebeskind, 1996; Dorr and Munch, 1995 via Hannah, 2005.) The value of trade secrets decreases if competitors gain access to the concealed information and can thus improve their competitive position relative to the original owner of the trade secret (Hannah, 2005). Even in situations where a secret is legally designated as a trade secret, the legal status may not always remain. If the secret is revealed and it becomes public information, it is likely that it will lose its legally protected status as intellectual property (Hannah, 2007; Merges et al., 1997 via Hannah 2007.)

As a matter of principle, business information of any kind can be considered as trade secret, but the term is often used to cover for example technical issues related to different stages of production (HE66/1988, p. 92; HE 30/1998, p. 95). Structure of the machines, job descriptions, formulas, and best proven usage patterns may be worthy of protection. Financial trade secrets can include company relationships and contracts, pricing policies, marketing plans and performance reports. On the other hand, negative information may also be considered worthy of confidentiality, such as the fact that some manufacturing method does not work as expected. (Vapaavuori, 2019, pp. 120–124; Tiitinen-Kröger, 2008, p. 266.)

The concept of trade secret is considered to include three distinct elements and those are presented in Figure 4. First, the information must be confidential and kept as a secret. Secondly, the confidentiality of the information must be of commercial value and the proprietor must have made reasonable efforts to ensure its confidentiality. (European Commission, 2013, pp. 12–14, HE 66/1988, pp. 92–93.) The concept of trade secret should cover technological information related to the business as well as the know-how of the confidentiality of which has business value. Confidentiality interest is deemed to arise when the information is of such important to the holder of the business that its disclosure would, for example, cause it financial harm. In many cases, this is due to the fact that information classified as trade secret has been obtained by sacrificing some financial contribution, for example through a product development process. Thirdly, essential characteristic is the actual confidentiality of the information, which implies that the holder of the information has to make the necessary efforts to keep it as a secret. (Vapaavuori, 2019, p. 177.)

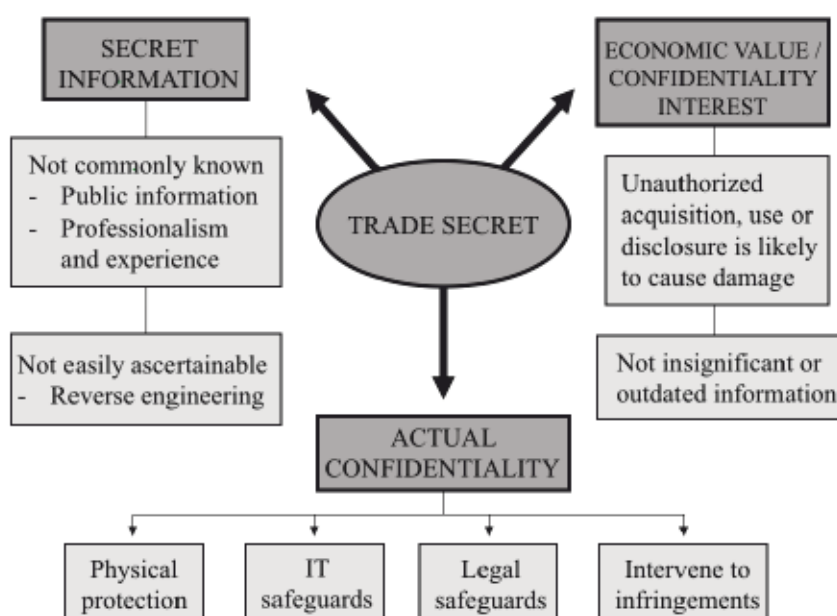


Figure 4. Trade secret (after Vapaavuori, 2019, p. 69).

Any natural or legal person engaged in commercial activities may hold a trade secret. The definitions of trade secret and its holder are based on contractual principles or on the authority of the employer. (Hannah, 2007.) When disagreements arise about the owner of the trade secret, it is generally between the employer and the employee. It is important to be able to look at knowledge ownership from the perspective of both the employee and the employer. An employee may perceive everything that he or she has

created during employment relationship as individual knowledge capital and therefore consider retaining information or documents as one's own when moving into a new position. Situations like the one described are very common and it is often challenging to distinguish professional knowledge from trade secrets. (Hannah, 2007; Nyblin, 2008, p. 539.) The rules governing the protection of trade secrets should take into account the legitimate interest of employers in protecting their know-how. It is important to make possible the preventing of inadvertent transfer of confidential information to competing activities and this is why it is important to draw the line between the trade secret and professional knowledge. (Nyblin, 2003.)

Even if the information was known to more than one competing trader, it could still be classified, in some cases, as a trade secret. For instance, there might be a situation where several smaller competitors in a market possess certain information, but it could be in their interest to prevent the transmission of this information to the company having the largest market share. (Vapaavuori, 2019, pp. 124–127). If this kind of transmission should occur, it could endanger the competitiveness of the smaller enterprises in the market. Naturally, the knowledge of more than one trader increases the risk of disclosure. The Finnish Government has stated that information may subsequently cease to be secret once it has been made available to a sufficient number of users. (HE 66/1988, p. 93). If the information is readily apparent by researching a product or service on the market (so-called reverse engineering) it is not a trade secret. This refers to a procedure whereby a product or service can be reproduced purely by looking at it without the aid of tools and instructions such as drawings. (Vapaavuori, 2019, pp. 108–116; Eilam, 2005; Chikofsky & Cross, 1990.)

Trade secrets are very valuable and thus also vulnerable. The great weakness of trade secrets lies in the fact that there is no legal remedy after disclosure to protect the secret. According to Hannah (2006), however, there are two reasons why trade secrets are not patented. The first reason is that when a company applies for a patent, it must pass on some of the subject matter and details to the public and second, trade secrets can remain as a secret for an indefinite period, but patent protection lasts only 20 years. If the company chooses to not get their secrets patented, they must implement effective policies and practices to keep their trade secrets as a secret. (Hannah, 2006.)

2.6.2 Similarities and differences between trade secrets and professional skills

The distinction between an employee's professional skills and employer's trade secrets is difficult in many situations. This, among other facts, used to justify the fact that the Finnish Criminal law does not seek to impose restrictions on business secrecy beyond the duration of the employment. (HE/66/1988, p. 86; HE 157/2000, p. 81).

It is important to clarify which information cannot be classified as trade secrets and therefore cannot be protected by law. Similarly, the contractual technical possibilities for encrypting this information are weak. The trade secret holder, the trader or the company, must keep the information secret from third parties and ensure that it is kept hidden by employees who use the information in the course of their work. For example, keeping the information locked and accessible only to a limited circle of people would indicate secrecy. All trade secret features must be covered in order the information can be classified as trade secret. (Vapaavuori, 2019, p. 177.) However, it should be noted that trade secret protection is automatically created when the owner of the secret wishes to protect valuable information and trade secret holders have the opportunity to prevent employees from disclosing trade secrets, even without explicit non-disclosure agreement (Godfrey, 2004). Information of common knowledge has no confidentiality interest and cannot therefore be considered as trade secrets. (HE 66/1988, p. 93; European Commission, 2013, pp.12–13.)

According to Vapaavuori (2019), in Finland, the same information can be considered to be a trade secret for the duration of the employment relationship, but upon termination, the professional skills of the former employee. The type of act involved in the use of a trade secret is also deliberate to be relevant in assessing whether it is trade secret or professional skill. When a former employee claims for compensation and hurts their former employer, it is more clearly a breach of a trade secret. On the other hand, when an employee uses the information in his or her own business after the termination of one's employment relationship it may be more legitimate to consider this as a professional skill. (Vapaavuori, 2019, p. 97.) This underlines the regulatory notion of protecting trade secrets, according to which it is appropriate and worthwhile to seek to protect the dissemination and disclosure of information in a morally reprehensible manner (HE 66/1988, p. 74).

However, there are also situations where the use of another person's trade secret is not considered as an misuse. For example, if a former employee of a company discloses a trade secret in his or her possession to a third party, the mere transmission of information may not meet the criteria for misappropriation. Various factors are required to define inevitability, such as the nature of the trade secret, the new employer's competitive position compared to the old employer, the former employee's new duties, the existence of a non-disclosure agreement and the new employer's measures to prevent unintentional disclosure of others trade secrets. The combination of these factors determines whether the disclosure of a trade secret can be considered an abuse. (Godfrey, 2004.)

According to Bok (1982) employees find trade secret procedures cumbersome and distracting. Hannah and Robertson (2015) state in their study that researchers with academic background who have grown up in the culture of the organization tend to resent rules that require confidentiality and experts find the non-disclosure agreement more stressful than other employees.

Hannah (2006) argues, that the purpose of an employment relationship is to make the result of the employee's job available to the employer, which the employee must be aware of when entering into the employment relationship. On this basis, a transferable right is a significant exception to the general principle that the creator of the property owns the rights oneself. Based on the duty of loyalty, the employee does not have the right to disclose trade secrets, but an invention which is the result of one's work and subsequently patented is largely subject to compelling specific legislation. When an employee changes his or her place of business or moves to practice business on his or her own account, there may be a conflict of understanding as to whether or not a certain piece of information was created while working for a former employer. To solve such definition problem, Vapaavuori (2019) suggests, that the product development process would be necessary to be documented as comprehensively as possible. As discussed earlier the greatest threat to a company's business secrets is not due to spying competitors, it is due to company's current and former employees. Therefore, protecting trade secrets is largely a management issue and companies must take appropriate measures to ensure that employees keep business secrets from being leaked. (Hannah, 2006.)

The difficulty between a trade secret and the knowhow in interpreting the provisions of the law is that in many cases good arguments can be made, depending on the point of view, both for the information to be classified as a trade secret and for the knowledge to have formed part of the employee's own professional skills. The difficulty of segregating trade secrets and professional skills from each other is emphasized in expert and highly specialized job descriptions, as well as in tasks where the work is performed close to the customer interface. (Nyblin, 2008.) It should be emphasized that the purpose of a non-disclosure agreement is precisely the information to be kept secret, and therefore the right to use a person's professional skills, knowledge and experience cannot be restricted by a non-disclosure agreement. These elements may be freely used by the employee after termination of employment. It is basically a question of an employee's right to earn a living using his or her skills. (Ahtela, 2018.)

2.6.3 Impact of job change on trade secrets and professional skill

An interesting aspect is how confidential information rules are generally evaluated in the context of changing jobs. An essential problem with respect for professional secrecy is the extent and transparency of confidential information. There is no unambiguous definition of the term in legislation, which in itself emphasizes the employer's responsibility in defining rights and obligations. It has been and still is problematic in some cases to draw a firm line between trade secrets and professional skills. (Ahtela, 2018.) The issue of separation between confidential information and professional knowledge is considered problematic in a situation where the non-disclosure agreement extends beyond the end of the employment relationship. Each employee should leave their old workplace with only the knowledge and skills that go with the memory, and more specifically only the knowledge that has formed as part of the employee's own professional competence. (Ahtela, 2018; Nyblin, 2008; Forsén et al. 2007). Skills are thus the know-how in the employee's memory that he or she applies to the job in the way one deems best. It is not a trade or business secret and its use cannot be restricted by non-disclosure agreements Nyblin (2008, pp.538–539). However, in practice, employees do not change jobs empty-handed. Some employees consider themselves entitled to take copies of at least the documents made by themselves when changing jobs. Such documents may be perceived as some form of

own knowledge capital or portfolio, the export of which does not seem particularly wrong (Nyblin, 2008; Forsén et al., 2007).

Under non-disclosure agreement, the employee commits to protect the former employer's knowledge capital, and the protection is undertaken in such a way that the employee undertakes not to enter into a new employment contract which would presumably obstruct the interests of his or her former employer. From employee's point of view, such commitment is a significant measure. They commit not to continue working in the same field or otherwise in an environment where they would be best placed to use own knowledge and know-how. (Nyblin, 2008; Forsén et al., 2007.)

3 EMPIRICAL MATERIAL AND RESEARCH IMPLEMENTATION

This chapter will present the research process, including the material analysis, the different steps involved in carrying out the research more deeply and the methods that were used to implement it. The relevance of the chosen methods are going to be clarified for the reader and their usage will be justified. The study is qualitative by nature and deals with individual experiences. The qualitative analysis was chosen to be used in this study, because the aim of the study is to understand the feelings, experiences, and thoughts that the interviewees have about the research topic.

In the following subsections, there will be a more detailed presentation about the study starting points and goals, theoretical choices, knowledge acquisition strategy, method of data acquisition and data processing, conduct of research as well as the validity and reliability of the study.

3.1 Research methodology and research process

The purpose of the empirical examination is to explore to what extent do experts feel that non-disclosure agreements have impact on their career development. The subject of the research are experts from different fields and organizations and their experiences in the research topic. The aim is not to obtain generalizable results, which is typical for qualitative research (Easterby-Smith et al., 2012), but to study the phenomenon in this target group.

This study is carried out as a qualitative study. A qualitative research method provides an opportunity to gain a deeper understanding of the individual experiences of the interviewees as well as the situations in which the experiences have developed. (Saaranen-Kauppinen & Puusniekka, 2006.) Qualitative research aims to increase understanding of the phenomenon under study (Baxter & Jack, 2008), which is why it is better suited to this research than quantitative approach. The most significant difference between qualitative research and quantitative research is that qualitative research is not based on statistical probability, in other words, on the tendency to produce research data in numerical form. Qualitative research is socially built on the interaction between the researcher and the subjects and it supports the purpose of this

study, as the phenomenon will be studied from the perspective of individuals and will focus on the experience of the professional group they represent.

The research methodology can be used to examine the bases and starting points of the more widely used research methods. At the same time methodological choices provide a framework for the scope of research. (Kyrö, 2014.) The background of this study has been to understand and interpret the phenomena perceived through data collection. According to Eskola & Suoranta (2005), when conducting data-based research, the main emphasis of the research is on the data, which means that, for example, the analysis units are not predetermined and the theory is built on the data as a starting point. In this case, one can speak of inductive reasoning, which means the progression from individual observations to more general claims (Saaranen-Kauppinen & Puusniekka, 2006).

In this study, the analysis of the research is carried out by using the methodology model which has gotten its inspiration from Grounded Theory according to the Gioia methodology. According to its authors, the Gioia methodology is an analysis tool that is designed to bring “qualitative rigor” to the conduct and presentation of inductive research (Gioia et al., 2013). However, pure inductive reasoning is not possible because it is based on the mere description of observations without any preconceptions about the phenomenon under study. For this reason this study has also abductive features, which means that a theory-based approach has also been used in part to analyse the data. (Saaranen-Kauppinen & Puusniekka, 2006.) Instead of data-driven or inductive reasoning, it is more accurate to talk about the intermediate form of inductive and deductive reasoning, abduction or theoretical connection when using Grounded Theory model (Dey, 2004, pp. 90–92; Eskola & Suoranta 2000, pp. 79–83).

Based on the observation of Creswell (1998) and Dey (1999), Urquhart (2013) summarizes that the Grounded Theory approach is suitable for situations where the aim is to bring out an existing theory by analyzing the gathered data. Thus, the research is not primarily focused on the verification or falsification of a given theory, although the results are linked to previous theories and results. In order for a theory to be used as a subject based, the researcher must be aware of the relevant theories and be able to put them aside when looking at the material. (Urquhart, 2013; Gioia et al. 2013.) A

prerequisite for understanding is some prior knowledge of the theoretical background. The aim of the study is to try to make what is already known more familiar, increase awareness and visibility of what a habit has lost or what has been experienced but has not yet been consciously considered. (Aaltola & Valli, p. 33.)

The Gioia methodology seeks to create a more accurate model for demonstrating the scientific nature of research and the content analysis performed by the researcher using a data structure. Gioia, Corley & Hamilton (2013) emphasize that this is specifically a methodology, not a method, as they see it as a flexible guideline open to new ideas for qualitative, inductive research. The developing process of the model began, because Gioia et al., (2013) felt that traditional qualitative research focuses too much on what we already know, and prevents us from seeing everything we could know. In addition, according to the methodology, it is important to understand how to conduct inductive research with qualitative accuracy while preserving the potential for generating new concepts and ideas (Gioia et al., 2013; Geiger, 2017).

The heart of Grounded Theory is in the semi-structured interviews, which aim to reach the theoretical starting point from retrospective and current information from people experiencing the phenomenon. The researcher must be very close to the interviewees and strive to understand their experiences by constantly writing notes and using their terms. The developers of the Gioia methodology also call their analysis tool “Get in there and get your hands dirty” research, as it requires the user to dedicate themselves to interview situations (Gioia et al., 2013). However, such intimacy has its downsides and the researcher needs to focus in order to stay in a higher level perspective role so that one does not become “native” and take the interviewee’s perspective. (Gioia et al. 2013.) If this happens, new perspectives might disappear under assumptions made from the interviewees’ perspectives.

3.2 Data acquisition and the suitability of the Gioia methodology

In Gioia methodology, the researcher is placed in the role of a “respected reporter” whose main task is to provide an adequate account of the experiences of the interviewees. Unlike most methodologies, the Gioia methodology is not based on an existing theoretical background, as it could threaten to hide new discoveries under

hypotheses based on these theories. The methodology exceptionally seeks to give voice to informants at an early stage of data collection and analysis, and the researcher has a duty to prominently represent the voice of informants in research reporting. The Gioia methodology emphasizes in particular the presentation of the subject's own speech and thus the interpretation remains marginal (Geiger, 2017). The theory is made inductively from data using a structure constructed from Level 1 concepts, Level 2 themes and connected dimensions (Gioia et al., 2013).

A data structure can be built when there is a full collection of 1st Order Concepts, 2nd Order Themes and aggregate dimensions. This is the most important step in the Gioia methodology. The data structure allows for a graphical representation of the process from how the raw data is derived to an analysis leading to terms and themes. This is a key element in demonstrating the accuracy of qualitative research. Building a data structure leads to theoretical, not just methodological, thinking of data. The data structure does not necessarily show the relationships between 2nd Order Themes, but it does provide a basis for a deep understanding of the interviewees' experience as part of a phenomenon. After data collection and several stages of analysis, a rotation is started between the emerging data, themes, concepts and dimensions, and the relevant literature to discover whether there are precedents for the findings or whether new concepts are emerging. (Gioia et al. 2013.)

The analysis collection method inspired by the Gioia methodology is suitable for this study, as the purpose is to analyze the collected data on the basis of emerging themes and not to compare existing observations with it, before the data analysis is ready. The methodology was applied in this study according to the course of action outlined above. As presented in the description of the method, the purpose of the formed data structure was not to find connections between the themes of the second stage, but rather to describe the empirical process and to concretize the observations found in the gathered data.

3.2.1 Research setting and sample

The data compiled for this study was collected between February and April 2020. The research question and problem limited the sample of the possible interviewees so that

a person suitable for the interview had to be someone working in an expert or specialist role in Finland and had signed a non-disclosure agreement. People suitable for interviews were first searched for from author's own close circle as well as on social media channels such as LinkedIn, and people with suitable profiles were approached either by e-mail or telephone. When selecting and contacting interviewees, the aim was to have a heterogeneous group of people who have knowledge about the topic. The heterogeneity of the group was sought because the study aimed to find as many different perspectives on the topic as possible and this would probably not have been successful if all interviewees had worked in the same organization or industry.

The LinkedIn publication, made to reach suitable experts for the interviews, reached more than 5 500 views and through this, five contacts were received and ten experts were personally contacted. Eventually, the interviews took place with five experts and all experts worked in different organizations and both public and private sector organizations were included in the sample. The final sample consisted informants from healthcare, automation, information technology, financial technology and R&D sales industry. Each expert was specialized in different tasks compared to each other and four of the experts interviewed worked in the private sector and one in the public sector. The average age of the respondents was 38 years. Two of the respondents had completed a master's degree, two had a bachelor's degree, and one had an upper secondary school diploma. The careers of two experts had lasted more than 20 years, two less than ten years and one less than five years. Three of the experts had worked in their current role for 0-2 years and two for 2-5 years.

3.2.2 The course of the research

As already stated, the study was carried out as a qualitative study, targeting experts from different fields and organizations. The purpose of the collected data was to answer to the research question: *"To what extent do experts feel that non-disclosure agreements have impact on how they can make progress on their career?"* and to the sub-questions: *"What information was understood included in the non-disclosure agreement"* and *"Where does the boundary between expertise and trade secrets theoretically go?"*

The interviews dealt a lot with the interviewee's experiences with non-disclosure agreements. The topic was therefore sensitive for many, and the feelings generated by the topic were taken into account even before the interviews by sending the interviewees a preliminary information form (Appendix 1) to build trust between the interviewer and the interviewee and emphasize the interviewee's anonymity. These measures were taken in order to make the interview situation as relaxed and easygoing as possible so that the interviewees would feel comfortable at the time of the interview. The idea for these preparations came from Hannah (2007) and Gioia et al. (2013), who among others have suggested that trust between the interviewer and the interviewee as well as a relaxed atmosphere during the interview can greatly influence how honestly the interviewee is able to talk about his or her feelings and experiences in the interview situation.

In this study, individual semi-structured theme interview was selected as a data collection method, in accordance with the customs of the Gioia methodology (Hirsijärvi & Hurme, 2008; Gioia et al., 2013). Data was collected during private interviews, where the subject and the interviewee were the only participants and the duration of the interviews ranged from 45 minutes to one hour. With the exception of one meeting, the interviews were conducted remotely and respondents were not even offered the opportunity for a face-to-face interview. This was due to the COVID-19 pandemic that escalated around the time interviews were scheduled. The interviews were conducted in English, as this study is also written in English and the use of the same language was intended to avoid possible changes in the purposes to which the translation process exposes the respondents' answers. However, the interviewees were given the opportunity to answer the asked questions in Finnish in those situations where they did not know how to express an important issue in English with sufficient accuracy and comprehensibility. This made it possible to collect the defendant's answers as accurately as possible in the way they meant them. The use of a language other than the mother tongue as the language of the interview, as well as remote contact with the interviewees, created their own challenges for the interviews. In particular, the interviewer's inability to accurately sense the atmosphere of the interview, the respondent's gestures or expressions forced the interviewer to listen carefully to the respondents' intonation and to pay close attention to linguistic expressions as well as speech pauses.

Each interview was transcribed as soon as possible after the interview so that the atmosphere of the interview and other notions were still in interviewer's mind. This made it possible to write down the interviewees' own experiences and thoughts as accurately as possible. The length of the transcribed interviews ended up being 17 full pages. In the first phase of the analysis, the transcribed interviews were read through numerous times and at the same time notes and highlights were made. In addition, citations from transcribed interviews were selected and transferred to an Excel spreadsheet, which eventually consisted of nearly 200 rows of word-for-word quoted comments. The purpose of this process was to bring almost all the content of the interviews to Excel so that nothing essential was left unnoticed and the voice of the interviewees could be closely involved in the analysis.

The citations were initially listed on the same Excel -sheet. Once all the desired citations had been transferred from the transcribed interviews to Excel, the next step was to set out to look for similarities and paint similar quotes in different colors by theme. This was certainly the most challenging step in the analysis. There was a huge amount of material and in order to prevent the "piping" of the perspectives, a lot of time had to be given to the process and sometimes even longer breaks from data processing had to be taken. In this way, it was possible to look at the data with "new eyes" when returning to it and new perspectives were found as hoped.

Once the long process of interpreting cellular similarities and differences was completed and each cell was painted, they were collected on their own tabs by color. At this point, it became considerably easier to process citations, as there were not more than twenty citations on one sheet. This measure also made it easier to notice if attempts were made to combine quotations of different colors and the functionality of the original way of thinking could still be questioned. Once each citation had been moved to its own sheet and the utility of the groups had been considered from several perspectives, the groups began to be named after concepts that arose from quotations and thus 1st Order Concepts were formed.

The research question was kept firmly in mind throughout the analysis process and when it was completed, the author started to look at how the collected material would answer the question. The first sheet of the Excel spreadsheet served throughout the

process as a so-called table of contents, which was always modified as the analysis progressed. This enabled that the situation to be kept up to date. An important part of the analysis was to look at the interview material from many different perspectives so that the dimensions and themes did not get stuck in one or only few perspective. As a result, the quotations from the interview formed twenty-three 1st Order Concepts, which were further combined to create seven 2nd Order Themes and ultimately to two dimensions. The dimensions eventually formed the core of the analysis, the respect and trust between the expert and the employer.

According to Grounded Theory (Urquhart, 2013; Gioia et al. 2013; Dey, 2004, pp. 90–92), the theoretical background was not thoroughly studied until after the empiricism was completed. However, the interviews were preceded by an examination of trade secrets and other regulations, as well as obligations and general practices related to trade secrets, as it was necessary to understand the issues described above in more detail before designing the interview framework. In order to be able to locate the placement of the study in the former research framework, a cursory acquaintance with previous studies and literature was made in advance in order to understand what has already been studied and what results have been obtained from these studies.

4 RESULTS

The analysis was performed on the basis of data obtained from interviews and background information collected on the topic. No hypotheses were formed for the data analysis, as it was desired that all possible findings would have the capability to be seen. Thus, during the analysis, there was no return to previous literature on the subject or theoretical frame of reference. Only after the themes that emerged from empirics were found, the more in-depth research into the previous research data was begun and the theoretical frame of reference was formed. The empiric highlighted the impact of personal experiences and values on respect for a non-disclosure agreement, but also respect and trust between the expert and the employer. In addition, attention was drawn to the guidance from the employer on the rights and obligations of an expert. (Bulgurcu et al., 2010; Fuller et al., 2000; Hannah and Robertson, 2014.) This theoretical framework was examined in more depth after the analysis was completed.

In the following chapter, the relevant factors discovered in the data analysis are presented so that first the formation of 1st Order Concepts on the basis of interview citations is introduced and this is followed by a presentation of the 2nd Order Themes formed from the concepts. The topics and previous related literature presented in the theoretical chapter are combined with concepts, themes and dimensions that have emerged on the basis of empirics. This process explores what similarities and differences can be made between the existing theoretical framework and the empirical findings based on the analysis.

The content of the subchapters basically focuses on the presentation of the respondents' voice, which is combined with the theoretical frame of reference. In addition, The heterogeneity of the interviewee group enables discussion between the interviewees' answers and previous studies, but also provides readers with an interesting framework for comparing differences and similarities between the experiences of experts and specialists in different fields.

4.1 1st Order Concepts

The 1st Order Concepts were formed on the basis of quotations from transcribed interviews, and the concepts of the first phase eventually formed entities that dealt with both the expert's personal qualities and expertise, but also the industry, its culture and internal organizational practices and principles. Although not all questions in the interviews were directly related to confidential information, all questions nevertheless paved the way for the topic and gathered a broader understanding of the factors involved.

When creating the 1st Order concepts, it was also important to return to the atmosphere of the interviews and the respondent's reactions and intonation. This provided a more diverse understanding of how the respondent perceived the themes raised in the interview. When grouping the citations, it emerged that the interviewees had commented the most on their personal responsibilities and values. After personal characteristics, work atmosphere and its effects to feelings about confidential information emerged most often in the interviews.

4.1.1 Personal responsibilities and obligations

Table 1 shows 1st Order Concepts committed to personal responsibilities and obligations. Interviewees described their roles in the interview situations and many said they work at the customer interface or co-operate a lot with other stakeholders. The interviewees stated, that they usually do not have a so-called normal working day and the tasks vary a lot and there are many things to do on the expert's desk:

"Sometimes I explain my role as a junkyard. Unless it's not someone else's responsibility, it is on my table." -H1

Although there was a lot to do and many responsibilities, the experts interviewed perceived their work as an important and felt themselves as a trusted person in the organization:

"I feel valuable in this organization and that is one thing why I want to take my work seriously." -H3

The wide range of tasks of the expert work and the versatility of the roles were well highlighted in the answers of the respondents. In the interviews, respondents placed a lot of emphasis on what kind of responsibilities were included in their roles and tasks and how they perceived their own responsibilities and duties. Personal responsibility and external expectations were combined in several contexts with organizational practices. For this reason, it was interesting to find out whether the experts felt, that it was clear to them what their employers expected of them. In a few interviews, it emerged that the organization's internal policies on confidentiality were not entirely clear to the respondents and this created uncertainty about the expert's rights regarding the handling of confidential information:

"It is not always clear to me what topics in my work are covered with the NDA."
-H1

"I do not remember exactly the content of my NDA." -H2

Personal responsibilities were also seen as important in sharing confidential information:

"There's again the personal responsibility that you do not use the previous work you have done, but you can apply that knowledge to the work you are currently doing. So you can solve the problems with the knowledge you have." -H4

When describing personal responsibilities, the emphasis was above all on what the experts themselves think about their own responsibilities and obligations rather than what their employer expect from them. Based on the previous studies, it can be seen, that the rules and guidelines set by the employer are of great importance for how the values and ideas of the employer and the expert about the protection of confidential information can be combined (Olander & Hurmelinna-Laukkanen, 2015). From the thoughts and feelings described by the experts interviewed, one can form the view that the psychological impact they experience is not strong, rather weak, and this exposes uncertainty in decision-making situations for experts and these uncertain decisions increase the risk of disclosure of confidential information (Mischel, 1973).

All citations that dealt with individual role and tasks, sense of self-performance, personal responsibilities and uncertainty about policies can be seen in Table 1.

H1	"My Role is primarily people role, I'm here for my team really."	Individual role and tasks
H1	"Typical to have wide range of tasks in this kind of role."	
H1	"Sometimes I explain my role as a junkyard. Unless it's not someone else's responsibility, it is on my table."	
H5	"My work includes daily communication and discussions with my team members."	
H1	"(With a lot of tasks) you need to pick the battles you can win. When you say yes to someone, you say no to someone else."	Sense of self-performance
H4	"Our (programmers) team has the responsibility of all the operations of the company, in a sense, because our service is in online."	
H1	"I feel trusted in this company I'm working."	
H2	"There is 24 000 employees in our organization. I feel trusted even though the organization is big."	
H3	"I feel valuable in this organization and that is one thing why I want to take my work seriously."	
H5	"I definitely feel trusted."	Personal responsibilities
H4	"I do not think it is possible for employers to track their former employees and make sure that they do not reveal any confidential."	
H4	"Employers need to trust their employees, there is no other way."	
H4	"There's again the personal responsibility that you do not use the previous work you have done, but you can apply that knowledge to the work you are currently doing. So you can solve the problems with the knowledge you have."	
H1	"If I went to a new role and told my new employer about my former customers all the technical details of our current product, all the mistakes and success we made, this kind of things are of course not okay."	
H5	"You can talk about confidential information pretty easily, if you do not reveal who actually is the owner of the information. The information also becomes anonymous like that."	
H4	"Mostly in a very broad sense, I can describe and explain what I have done, but again the NDA limits the ability to show my work."	
H4	"If I would apply to a new role, I cannot use any piece of code I have done in my work or even show it in job interview situation."	
H4	"I cannot use my previous works even though those would be beneficial in job search."	
H2	"If I change my employer in the future, I think that some protocols are something that I can't take with me as they are. But if I modify those to fit my new role, there's no problem to use them."	
H1	"It is impossible to follow what former employees are doing after they leave the company."	
H4	"I haven't had a situation where I could not do something because of the NDA I had with my former employer."	
H4	"If someone asks me what I do for a living I have to be sort of round about it. I can't exactly tell how we work."	Uncertainty about policies
H3	"Well I have to say that I'm not even sure when and why NDA's are signed."	
H3	"I do not think that any company has resources to track those (confidential information revealing) kind of situations."	
H4	"I do not have concrete example (about confidential information revealing procedures), but I would expect it to be handled on the case-by-case basis."	
H4	"I would expect that I would get fired (after revealing confidential information)."	
H2	"I do not remember exactly the content of my NDA."	
H3	"I have no idea what happens if I reveal confidential information or break the NDA."	
H1	"It is not always clear to me what topics in my work are covered with the NDA."	

Table 1. Formation of 1st Order Concepts: "Individual role and tasks", "Sense of self-performance", "Personal responsibilities" and "Uncertainty about policies".

4.1.2 Experts as developers and security providers of information

Table 2 shows three 1st Order concepts, all of which deal with valuable assets for an organization. Experts are important individuals to organizations because they often possess information that no one else in the organization owns and in addition, they also act as developers of new knowledge. Experts therefore call for the importance of information sharing within the organization so that so-called tacit information is not passed on to the next organization with the person who is changing jobs and the organization can continue to use useful information despite employee changes. (Hannah, 2005; Olander & Hurmelinna-Laukkanen, 2015.)

Experts also share their experiences of the importance of information sharing. Experts point out the important point, that when information is applied, own handprint of utilizing the information is always formed and this may not be able to be passed on because of its abstract nature. All interviewees believed that the flow of information, especially within the organization, is important from the perspective of both the company and the expert:

"If the information can't move freely inside the organization, you end up in difficult situation, if someone gets fired or they move to another job with information they did not tell others." -H4

"I think there is usually also a lot of my personal handprints in the tasks I do." -H3

"As an employee, you built hidden knowledge in terms of work and you get into the routines how your company fixes problems and how the development circle works and how communication within the company works." -H4

The tacit information and personal handprint mentioned in the quotes are a headache for the employer in the sense that it may be impossible to see these functions in concrete form before the tacit information holder leaves the organization. This also blurs the line between personal knowledge capital and the trade secret belonging to the employer. If the employer did not know about the existence of tacit knowledge, but the company unknowingly benefited from its use, whose capital should it be considered, the employee's or the employer's? According to the Trade secret Act, the content of a non-disclosure agreement must be precisely defined, as must the rights to

use the information (Liikesalaisuuslaki (595/2018) 2§). However, good behavior and employee loyalty usually involve handing over all information developed at work as the property of the employer and for this reason it can be considered that silent knowledge is included to employer's property, if it can be used to create, edit or manage confidential information. (Hannah & Robertson, 2014).

Experts discuss a lot in interviews about what kind of information they gather during their employment and how confidential information is respected in different situations and in different organizations. Of the respondents, 4 say they know they own information that no one else in the organization is likely to know. Experts also acknowledge that high turnover in employees is a threat to information held confidential by an employer organization:

"High turnover in employees is threat for employers confidential information."
-H3

As knowledge developers, experts are in an awkward position in the sense that it can often be unclear who owns the knowledge developed. However, the interviewees share the same ideology as what Hannah (2006) pointed out in his study, that the result of the employee's work is to be recorded as the property of the employer during the employment relationship and when entering to employment relationship, the employee must be aware of this and agree the situation. In the interviews, some of the experts pointed out that they are aware of the value of their own skills and know-how to their employers. They also mentioned that while they perceive the impact of employees to be more of a threat than an opportunity for employers, it does not affect how experts themselves feel about changing jobs:

"It is possible that not being able to draw the line between personal skills and trade secrets causes unfair situations, but it applies both ways." -H1

H4	"If the information can't move freely inside the organization, you end up in difficult situation, if someone gets fired or they move to another job with information they did not tell others."	The struggle of quiet information
H4	"It can take months to understand what's behind of a code, so it is important that the person who has invented something, shares the information inside the company."	
H3	"I think there is usually also a lot of people's personal handprints in the tasks they do their jobs."	
H3	"Most of us develop our working skills by ourselves during our working career."	
H4	"I think the biggest problem is in misunderstandings about what falls under the NDA's and what can't be shared. It is company specific and for example in previous company it might definitely be under the NDA but the new company does not know how it worked internally and they can't see that something does fall under the (previous) NDA so that might be confusioning."	
H4	"As an employee, you built hidden knowledge in terms of work and you get into the routines how your company fixes problems and how the development circle works and how communication within the company works."	Valuable assets for organization
H5	"There are things that are important to our business, for example details of our customer relations."	
H4	"Of course there is also cases that they (employers) just do not care. They want what you have."	
H3	"Every information we handle has my employer "tags" so that information is not my own even though I would have done it."	
H1	"It is possible that not being able to draw the line between personal skills and trade secrets causes unfair situations, but it applies both ways."	
H4	"I think that the handling of knowledge is the most important or most expensive thing to own in IT-company."	
H4	"Some companies that have built services or solutions that are very specific for them and industry braking, those companies would went out of business if those secrets (confidential information) would be revealed."	
H4	"I think that for employers it is like 10% good thing and 90% bad thing that programmers change their job often."	
H4	"High turnover in employees is threat for employers."	The importance of individuals role for the employer
H1	"I most likely hold information that no one else holds in our organization."	
H2	"It's hard to recognize if I hold information that no one else in our organization holds because the topics that I'm working with are so every day life for me."	
H2	"My colleagues call me often and ask for advice."	
H4	"I'm the only one who holds certain information in our company."	
H4	"In IT industry you work with feature that you build by yourself and because of that you are the only one who holds specific information about the building process."	
H3	"I think that others can trust me. I do not know how it shows in every day life, but that's the feeling I have"	

Table 2. Formation of 1st Order Concepts: "Struggle of the quiet information", "Valuable assets for organization" and "The importance of individuals role for the employer".

4.1.3 The impact of an individual's experiences and values on personal knowledge capital

Table 3 illustrates the impact of personal background and values on expert work and the handling of confidential information. In addition, the interviewees' experiences of their own knowledge capital are presented in this subsection. These three 1st Order Concepts are presented together because in this way that the differences and

similarities between individuals' ideas become as clear as possible, while at the same time being able to illustrate the effects of an individual's personal values on knowledge capital formation.

In interviews, experts use a lot of time talking about things and values that are important for themselves. When asked interviewees if they perceive the non-disclosure agreement as a relevant part of the employment contract, four out of five answered yes. One of the respondents said that he feels that the law matters more for him than the non-disclosure agreement itself. In addition, the discussions raised a wide range of ideas about the non-disclosure agreement, with particular reference to the fact that the non-disclosure agreement is not considered very strict in principle:

"(The NDA I have is) more or less relevant. I am basically that person who has the access to all the information, relatively logical to have the contract." -H1

"I feel that the importance of the NDA has somehow faded, because it is such a standard." -H5

"My current NDA would not matter if I would want to make progress in my career." -H2

"I don't think that the NDA, that I have signed, will make the progress of my career any harder." -H3

This shows that the consideration of sharing information is more important than the agreement for the sharing of confidential information, and the factors predisposing to sharing presented in the Expectancy Theory (Vroom, 1964 via Hannah, 2007; Leonard et al., 1999; Parijat and Bagga, 2014) come to the light at this stage. Interviewees also think a lot about what they think is part of their personal knowledge capital and what knowledge and skills they think they can use even after a change of employer:

"You do not leave your know-how, you do not leave your experience (to your former employer)." -H5

"Relationships with my customers belong to my personal professional capital." -H5

"If I would change my employer, I would not be able to press the reset button in my head so of course there would be some information, I would use." -H1

From these comments, it is noted that the interviewees admit that they would not be able to forget what they have learned earlier, and one interviewee considers his customer relationships as a part of his personal knowledge capital. Indeed, there are indications in these comments that the true nature of confidential information and non-disclosure agreements may not be known with sufficient precision, even though so is imagined and thus own actions feel acceptable.

As described by Ahtela (2018) the situation where the non-disclosure agreement is valid also after the employment relationship can be seen as most triggering situation for disclosing confidential information because the separation between confidential information belonging to employer and personal professional knowledge gets harder. This same phenomenon is also observed in this data. All the interviewed experts say they are likely to look for a new role in the same industry and some say they have been in almost identical roles in different companies for many years.

From Expectancy Theory's point of the view, motivation towards protecting employer's trade secrets decreases significantly even though the non-disclosure agreement would still be valid (Vroom, 1964 via Hannah, 2007; Leonard et al., 1999). Based on the information obtained from the interviews, this can be seen to be due to the fact that the person's own motivation is no longer influenced by the goals set by the former employer, but now the employee is aiming for the goals set for the new role. Thus, the very first link in the Expectancy Theory chain weakens and this also weakens the whole end process of the person wondering if he or she is motivated to respect the confidential information of the former employer (Parijat and Bagga, 2014).

Experts said they found career development easy and they did not feel that confidentiality agreements hindered the career development they sought. Although no one directly said what kind of career plans they have for the future, but everyone saw it as very open and had a positive attitude towards moving forward in their careers.

An important effect to this set-up at this point is how the employer has managed to build trust with its employee during the employment relationship, and the next subchapter discusses how the organization's internal culture and work environment have affected the expert's experience of the importance of a non-disclosure agreement.

H4	"I started my career as a freelancer."	Individual background
H4	"Some of the technical solutions would be really good that you could show how you did it."	
H1	"(The NDA I have is) more or less relevant. I am basically that person who has the access to all the information, relatively logical to have the contract."	Personal values
H2	"My NDA is really relevant. I need to make sure that I protect the consield information."	
H3	"I think when I'm working it is clear for me that I do not work against the law and I do not want to cause any harm for the company."	
H3	"I do not feel that the NDA is relevant part of my employment contract, because the law has more value for me. But of course there is no problem for me to sign the agreement."	
H4	"My NDA is extremely relevant."	
H3	"When I first time saw my NDA, it was already clear to me, what is my own assets and what are company's assets."	
H4	"The topics that are included in my NDA are quite hard to explain without saying too much, but I can say that personal data is not for sale."	
H5	"There is definitely no reason why I should not retain my connections to the people I know, if I move to a new organization."	
H2	"I think that if I leave from this organization and move to another one then I take my skills with me and my current employer just have to cope with that situation."	
H5	"Basically everything I do beolngs to the employer. Whatever you do, your company owns it."	
H5	"I have probably signed hundreds of NDA's over the year. So it is just standard and normal part of business."	
H5	"I feel that the importance of the NDA has somehow faded, because it is such a standard."	
H4	"Work culture is one aspect that affect mostly to my thoughts about changing my employer. Work culture and environment are nearly equal as the pay."	
H1	"I don't think that my current NDA makes it difficult for me to make progress in my career."	
H2	"My current NDA would not matter if I would want to make progress in my career."	
H3	"I don't think that the NDA, that I have signed, will make the progress of my career any harder."	
H5	"If you hold confidential information, it should not have affect on your decision about your career or something else."	
H1	"I would possibly search my future role from same industry."	
H2	"I would search new role from same industry."	
H4	"I'm not industry locked."	
H4	"My current role is a good addition to my CV."	
H5	"You do not leave your know-how, you do not leave your experience (to your former employer)."	Personal professional capital
H5	"The information you need (in your future roles) is inside your head and you do not leave that."	
H5	"I thik that everything I have inside my head, I'm able to use, always."	
H2	"I can use everything I have learned before. I have wide responsibilities in my current role so things that I have learned before have been really helpful for me. "	
H1	"My skills and knowledge are basically something that I feel totally okay to apply to my new role."	
H1	"If I would change my employer, I would not be able to press the reset button in my head so of course there would be some information, I would use."	
H1	"I would not be able to enter in any role without any knowledge or experience, so yes I would use information I have gained fom my previous roles."	
H5	"Relationships with my customers belong to my personal professional capital."	
H5	"In a business that's kind of personal capital that you have good and large group of connections."	
H3	"I think that the skills acquired during my current job are part of my professional skills."	
H4	"I can use the prior knowledge I have to solve problems in my current role."	
H1	"Should I press a reset button in my head in order to clear anything I know when I change the employer? That is not possible."	
H1	"Absolutely I have some know-how from my former role."	

Table 3. Formation of 1st Order Concepts: "Individual background", "Personal values" and "Personal professional capital".

4.1.4 Internal culture and environment

From reflecting on personal values and rights, thoughts shift to the impact of organizational culture and atmosphere on the relevance of secrecy and the clarity of practices. Table 4 opens up the interviewees' thoughts on these themes more detailed.

Several of the interviewees say that they feel that the work atmosphere is open and suitable for themselves, but the clarity of the methods is criticized by several respondents for the fact that, at least according to the respondents, employers do not have clear guidelines for securing confidential information. Although the interviewees praise their employers' organizations and their culture a lot, the answers show that the organizational culture or measures taken from the organization have not clarified the relevance of confidential information to experts:

"We do not have former examples of situations where a former employee would have revealed confidential information. Or maybe that has happened but we do not know. I am also quite sure that it has happened in our organization" -H1

"I do not feel that the organizational culture has affected to my thoughts about the importance of the NDAs." -H3

In the light of the experts' response, it may be suggested that organizations may not be provided with sufficiently precise guidelines and measures to protect confidential information in addition to the non-disclosure agreement. Therefore, there is no uniform understanding between the employer and the employee regarding the handling of confidential information, and it is impossible for an expert to act in accordance with the goals and wishes of the employer, even if personal considerations would allow it.

H1	"We do not have former examples of situations where a former employee would have revealed confidential information. Or maybe that has happened but we do not know. I am also quite sure that it has happened in our organization"	Culture of the organization
H2	"(If I would reveal confidential information) I would not get fired, but I would get moved aside. That has not happened to me, but I have heard that this is our organization procedure."	
H4	"The content of my NDA has not changed even though there has been big changes inside the company I'm working."	
H1	"For example something related to my supervisor could affect to my feelings about our organization culture."	
H1	"Our organizational culture is really open, and we approach people and businesses in low level."	
H1	"(As a startup) we try to keep our organization culture as clear as possible as long as sensibly possible."	
H2	"Since we are a large organization, we have many layers and it (organizational culture) can sometimes be really rigid."	
H3	"I think we have really open culture. I do my own projects and others do theirs, but we share the knowledge between each other if we have common issues."	
H3	"I do not feel that the organizational culture has affected to my thoughts about the importance of the NDAs."	
H2	"I work in a team, that includes people with different responsibilities."	Working environment
H2	"In my personal issues I work alone, but then I also have teams."	
H3	"A lot of co-working within the group and with subsidiaries."	
H3	"There's a lot of meetings. I have to meet with customer, project manager, subsidiary people and subcontractors also."	
H3	"I work more as an individual even though there's a lot of group work."	
H4	"There are not such thing atypical chores, because our team is quite small."	
H3	"The company I'm working is a global machinery producer."	
H5	"The company I'm working provides automation equipment for companies who manufacture electronic products."	
H5	"At the moment I work for a Chinese company."	
H1	"I think that the people who are working in the company affect to the things we can value inside the company."	
H1	"In general we are working with relatively young bunch of people."	
H2	"The relationship with my supervisor is formal. Her leadership skills are quite old fashioned."	
H2	"We make a very good team with my colleagues. We can share things inside the team and discuss about problem what we have."	
H2	"I have actually once left from this public healthcare organization and moved to work in the private sector, but I did not like working there so I came back."	
H3	"We speak openly about projects and issues in our team."	
H3	"I think it is easy for me to talk with my supervisor."	
H4	"My relationship with my colleagues is quite casual."	
H5	"The relationship between team members is professional."	
H5	"I'm responsible about technical sales, so I deal a lot with customers."	
H5	"I operate a lot as an individual, but then I also work a lot with different people."	
H5	"The employer can't force you to not make the moves you want."	

Table 4. Formation of 1st Order Concepts: "Culture of the organization" and "Working environment".

4.1.5 The framework provided by the organization for carrying out the work

In addition to the organizational culture and work atmosphere, the respect towards confidential information is influenced by concrete actions within the company, in order to set as clear and comprehensible framework as possible for respect for confidential information. Table 5 shows these 1st Order concepts, which together form the framework formed by the organization for the desired performance of the work.

Two out of the five interviewees said that they have moved to a new role in their employer organization since starting working in there, but at the time of the transfer they did not sign a new non-disclosure agreement and the former non-disclosure agreement remained valid:

"I have not signed an NDA for my current role. I signed an NDA when I came to this company, but I have changed my role inside the organization." -H2

"I have signed the agreement when I entered the organization, but when I changed my role inside the organization, I did not sign a new one so I guess the old one is still valid." -H3

This practice is apparently common, but role-specific non-disclosure agreements could create stronger respect for confidentiality. The theoretical framework also emphasized the specificity of the non-disclosure agreement in order to make it easier to commit to its content. However, from the experts' point of view, the situation is easier without strict regulations and a lighter work atmosphere allows for a more motivated and productive approach. Thus the less regulated practices also provides a better framework for the desired internal sharing of information:

"I think that it is more important to share the information with the teams. There might be similar situations in the future so it is important to make others work easier." -H3

"I believe in the free movement of information (inside the company). My opinion is that every workplace is better if you share knowledge." -H4

"It is important that I can share it (information). It is essential that I can share it." -H5

The measures taken by the organization are also emphasized in the previous studies, and the answers obtained from the analysis are very consistent with them in a sense, that it is important for the employee to have clear instructions that are easy to follow. Thus, a company's values and practices play a key role in how an organization's employees adhere to desired practices during their employment but also after it. (Meyer, 2002; Klee, 2000; Morehead, Dworkin & Callahan, 1998; Nyblin, 2008; Hannah, 2005.)

H2	"I have not signed an NDA for my current role. I signed an NDA when I came to this company, but I have changed my role inside the organization."	Organizational Practices
H3	"I have signed the agreement when I entered the organization, but when I changed my role inside the organization, I did not sign a new one so I guess the old one is still valid."	
H4	"The owners of the company or my supervisor are not programmers themselves, so the work is quite self-reported."	
H4	"We do not have anyone in house working as a security specialist, nobody monitors our activity."	
H5	"I mostly work remotely and most of my colleagues are in China so the way we work is between different tools."	
H4	"Hiring is always a huge expense and employers want to stick to those employees who are productive and have the know-how of the systems and can share knowledge for others within the company."	
H1	"There would be need to draft that (handling for revealed information) procedure in that moment, because we do not have former examples."	Organizational values
H3	"We have good instructions and manuals to guide us to protect the information we hold properly."	
H5	"If I get benefit from someone's knowledge who is coming to our company, do I tell him or her that do not tell me anything about your past? Of course I don't, it is part of the deal."	
H1	"If I had a new employee here and on the first day she or he shares all the obvious trade secrets of the former employee, I would not feel good."	
H5	"There have been situations where I shouldn't talk about things, but because of current customer or employer, I had to."	
H1	"I try to spread as much information (internally) as I can and that means a lot of information actually. In general, I do not feel that we have secrets in our company."	Internal information sharing
H3	"I think that it is more important to share the information with the teams. There might be similar situations in the future so it is important to make others work easier."	
H4	"I believe in the free movement of information (inside the company). My opinion is that every workplace is better if you share knowledge."	
H4	"I feel that you should share knowledge (internally) and I try my best to share it."	
H5	"It is important that I can share it (information). It is essential that I can share it."	
H4	"I have learned a lot, mostly from the colleagues."	
H4	"Signing of the NDA was strict forward. My employer explained the NDA for me and it was very verbose."	
H1	"I feel that I can pass some parts of the knowledge I have, but some part is more kind of a very, very silent knowledge."	
H3	"I think it is important to pass the information to others (inside the company) to the extent possible."	

Table 5. Formation of 1st Order Concepts: "Organizational Practices", "Organizational values" and "Internal information sharing".

4.1.6 The framework provided by the industry for the implementation of business operations

In addition to the organization's internal operating methods, the experts also place great emphasis on business-wide practices and industry culture. At the industry level, information sharing is also talked about very openly, and three of the experts interviewed felt, that information should flow outside the organization without unnecessary restrictions:

"Society wins when people change their roles and take that information and apply that to their new role to have even more value in their future roles." -H1

"You need to reveal some (confidential information) to get the business forward. You just need to "mask" it so it does not make harm for the company. " -H5

Experts' responses also highlight the differences between the public and private sectors, and in a public organization the sharing of information outside the organization is more commonplace, as public organizations work closely together:

"We share information back and forth with other public organizations in this (healthcare) industry." -H2

In the private sector, sector-specific differences and similarities emerged from the interviews:

"It is quite common in IT industry that if you see that some company has done something that works and you can copy the operation, you would most probably do it." -H4

"Everybody in our industry (R&D) understands how to work with NDA's and confidential information." -H5

Experts also commented on their experiences of cultural differences between countries:

"I think that people in Finland appreciate NDA's, but in my opinion there's big differences between cultures." -H3

A common feature for all organizations and the thoughts of the experts is that, regardless of the sector and industry, confidentiality agreements and the protection of

trade secrets are stretched to such an extent that they do not place too great burden on the organization's actions or the experts' work. All citations that dealt with information sharing outside the company, culture of the business, industry practicalities and cultural differences can be seen in Table 6.

H5	"It is basically clear for me that what knowledge I can take from my former employer to my new one."	Information sharing outside the company
H1	"I also signed an NDA in my former role and probably there are some things that I should have forgotten."	
H2	"We share information back and forth with other public organizations in this (healthcare) industry."	
H2	"I can share the information I have between my own organization and sometimes outside of it too. It's not something that is only for my personal use."	
H2	"When (public healthcare) development project is not completed, those are the situations where I need to keep the information confidential and as a secret. But when it is done it will be published and anyone who benefits from it, can use it."	
H4	"Proof of previous work might be impossible, because you have strong NDA's and you can't show the work that you have done."	
H1	"It is possible that if I would move to a new role, I would not even notice if I would reveal confidential information."	
H1	"The movement of employees and the knowledge is kind of an circle. I am not actually sure, who would win if we try to close that pipeline and stop that information from moving."	
H1	"Society wins when people change their roles and take that information and apply that to their new role to have even more value in their future roles."	
H5	"You need to reveal some (confidential information) to get the business forward. You just need to "mask" it so it does not make harm for the company."	
H5	"The confidential information I'm holding usually comes from customers, so I'm not the only one who knows about it."	Culture of the business
H4	"It is quite common in IT industry that if you see that some company has done something that works and you can copy the operation, you would most probably do it."	
H4	"There are also (IT) companies, that copy other companies ideas and try to follow the road to success."	
H5	"According to my experience, the companies in this industry (R&D) handle the NDA's equally."	
H5	"Everybody in our industry (R&D) understands how to work with NDA's and confidential information."	
H4	"For us in the financial sector of the IT, it is really common to have strict NDA's."	
H5	"Sharing information between me and our company's customers have never been a problem, because we have NDA's also with customers."	
H4	"In IT industry it is difficult to validate who you employ."	Industry practicalities
H5	"Usually it is the customer, who wants the NDA."	
H5	"In our business (R&D) it is normal process when we start to talk with customer and engage with them, we put the NDA in place."	
H1	"Our customers also requires NDA's sometimes. I feel that those are usually reasonable and feel relevant."	
H4	"Our organization is very autonomous so we need to complete given tasks, but we decide who does what as a team."	
H5	"NDA's are such ingrown part of the whole (R&D) business set up with customers."	
H5	"I think that it is industry wide thing how the NDA's have been handled."	
H4	"So it (NDA) does limit the ability to use the information I have, but not ridiculously much and everyone knows the situation that the industry has."	
H5	"The validity of the NDA is in a way a formal part of the agreement and also risk management. It's a reminder for employees to keep the information confidential (when they leave the organization)."	
H5	"I think it is more common that people stay at least moderately long time, like few years (in one position)."	
H3	"I think that people in Finland appreciate NDA's, but in my opinion there's big differences between cultures."	Cultural differences
H1	"In my opinion in Finland they (NDA's) seem to follow more or less the same kind of template."	
H3	"Here in Finland I have not noticed that much guidance about the content of the NDA."	
H3	"I have heard that the content of the NDA needs to be more polished to my co-workers who work in different countries and cultures."	
H5	"I do not feel that there are big differences (in handling of NDA's) when working with people who come from different cultures."	

Table 6. Formation of 1st Order Concepts: "Information sharing outside of the company", "Culture of the business", "Industry practicalities" and "Internal information sharing".

4.1.7 Impact of an NDA on work

The core of the entire interview focuses on non-disclosure agreements and the implications of their existence for expert work. These thoughts are summarized in Table 7 where three 1st Order Concepts are formed based on the non-disclosure agreements.

Hannah (2007) had found in his study that if individuals knew the information was confidential information, its sharing was considered more carefully. This was also observed in this study. However, the line between personal knowledge capital and the employer's trade was seen as a problem:

"It's not definitely easy to draw the line between personal skills and trade secrets in the real life, in daily life." -H1

The sub-chapter on the personal knowledge capital of experts listed, for example, customer relationships, which are in fact part of the employer's trade secret. Information sharing was also greatly influenced by how easily at hand or how public the information is. However, some interviewees pointed out that confidential information is constantly shared:

"Well confidential information is revealed all the time. You just need to somehow control it." -H5

In this study, four out of five experts consider their non-disclosure agreement to be very generic. As already has been emphasized, the specificity of the non-disclosure agreement is of great importance for how closely it is possible to comply with it. Easy compliance also has a direct link to motivation. As the non-disclosure agreements are not concrete according to this sample, the motivation to comply with them is also weakened, according to Expectancy Theory. The E-P linkage in Expectancy theory suggested that when employee feels that a certain level of performance is achievable, one is willing to increase their effort to achieve desired outcome and understands the importance of his or her work better in these kind of situations. (Isaac, et al., 2001; Karathanos, et al., 1994).

In the experts' responses motivation rises to be more important than the existence of the non-disclosure agreement. In their study, Hurmelinna-Laukkanen and Gomes (2012) emphasize that employers must trust their employees, and this is the case, but the results of the study shows that it is worth building clear guidelines and procedures first and after that build the trust. Trust cannot be built if the employer and the employee do not have a clear common goal. One expert succinctly sums up the true nature of non-disclosure agreements:

"NDA's works on trust until the trust is preached." -H4

H4	"I think that my NDA is more specific than general. There is for example things that we are not allowed to talk about."	Thoughts on the content of an NDA
H5	"My NDA is very general, no specific topics."	
H5	"Even though my NDA is general, it is still easy to understand, what topics it covers."	
H1	"NDA's are part of employment contract."	
H2	"It is clear to me that what topics in my work are covered with the NDA I have signed."	
H5	"The topics included to my NDA have always been pretty clear to me. It has never been a problem."	
H2	"At least at the moment the confidential information that I'm holding doesn't affect my thoughts on changing to work for another employer."	
H4	"no one is expecting you to reveal all the trade secrets when you apply for the new job."	Respect for confidential information
H5	"Well even though there's a NDA in place, to do business people still need to talk with each other."	
H5	"part of the deal is to keep those discussions going, which means that of course I need to be careful what I share, so it is up to me what I find important to share and what not and how I share it."	
H5	"Even if you possess confidential information, you can often share that, if you change the context little bit, how do you talk about the topic and how do you form your message."	
H5	"You just need to realize that how you speak about confidential information and you can use it."	
H1	"It's not definitely easy to draw the line between personal skills and trade secrets in the real life, in daily life."	
H4	"Probably the only way to evade the NDA without breaking the spirit of it and the law of it would be something that my new employers suggests that we implement some features or piece of code and I could say that this is not good."	
H5	"Well confidential information is revealed all the time. You just need to somehow control it."	
H4	"NDA's works on trust until the trust is preached."	
H5	"I think that everyone in the industry respect the NDA's. It is common way"	
H5	"Confidential is confidential and it stays confidential for the duration of the time what the NDA requires."	The Added value of an NDA
H3	"I feel that the agreement makes more value to me in the situation if I leave the organization."	
H3	"I do not feel that the NDA has added value to the importance of confidential information."	

Table 7. Formation of 1st Order Concepts: "Thoughts on the content of an NDA", "Respect for confidential information", "The added value of an NDA".

4.2 2nd Order Themes

After the first stage of analysis, the 1st Order Concepts described in the previous subsections were combined with the broader 2nd Order Themes that unite them. Each concept itself was already broad, and on the other hand there were many topics, so finally seven 2nd Order Themes was formed and those are shown in Table 8. The same figure also shows the data structure according to the Gioia methodology (Gioia et al., 2013) as a whole and gives the reader a concrete idea of how the different concepts combined to the themes and how the themes were combined to the dimensions and the final result of the empiricism.

1st Order Concepts	2nd Order Themes	Aggregate Dimensions
Uncertainty about policies	Personal responsibilities and obligations	Expectations related to personal performance
Individual role and tasks		
Sense of self-performance		
Personal responsibilities		
The struggle of quiet information	Experts as developers and security providers of information	
Valuable assets for organization		
The importance of individuals role for the employer		
Individual background	The impact of an individual's experiences and values on personal knowledge capital	
Personal values		
Personal Professional capital		
Organizational Practices	The framework provided by the organization for carrying out the work	Expectations related to external matters
Organizational values		
Internal information sharing		
Culture of the organization	Internal culture and environment of the organization	
Working environment		
Information sharing outside the company	The framework provided by the industry for the implementation of business operations	
Culture of the business		
Industry practicalities		
Cultural differencies		
Thoughts on the content of an NDA	Impact of an NDA on work	
Respect for confidential information		
the added value of an NDA		

Table 8. Formation of 2nd Order Themes and Aggregate Dimensions.

The answers obtained with the help of empiricism are very consistent with previous research results. Hannah (2007) and Watson and Hewett (2006) suggested that, according to Expectancy Theory, employees are more sensitive to sharing information in situations where it was seen to lead to positive outcomes, and this was also the case in this situation. However, the empirical outcome differed slightly from the Expectancy Theory (Vroom, 1964 via Hannah, 2007; Leonard et al., 1999; Parijat and Bagga, 2014), and in this context information sharing was emphasized in situations where positive outcomes were expected, but even more so in situations where policies,

rights, and responsibilities were unclear and the expert had to rely on his or her own experience, values and current knowledge.

Based on the outcome of the analysis, trust and commitment between the expert and the employer were seen as more relevant than non-disclosure agreement itself, and this could be seen as a result of lack of clarity of rights and obligations. Previous studies have also highlighted the importance of trust and commitment, and found that successful commitment and a relationship of trust could be seen to have a positive effect on the protection of confidential information after employment. (Meyer, 2002; Klee, 2000; Morehead, Dworkin & Callahan, 1998; Nyblin, 2008; Hannah, 2005.)

The figure presented in chapter two described the factors influencing an expert's experience of confidentiality. There were three factors and those were (1) Individual decision-making on the handling of confidential information, (2) Instructions issued by the employer for the handling of confidential information and (3) Legal obligations for handling confidential information. Based on empirical analysis and previous research, it can be stated that the most important single factor in this study was the expert's personal decision-making on the handling of confidential information. Two other factors were also seen to have an impact on the final experience, but their impact was seen only in situations where the expert was committed to the guidance given during the employment relationship and the goals of the organization and was able to combine them as his or her own goals.

The clear division between personal knowledge capital and business secrecy of the employer, as called for by Nyblin (2008), seems to remain unclear. Indeed, it appears that experts do not perceive a non-disclosure agreement as slowing down career development, mainly because respect for compliance with the agreement is weakened when changing jobs and the line between personal know-how and the employer's trade secret gets faded. According to the results of this study, respect for confidential information is thus more affected by a person's own values and morals than the non-disclosure agreement.

5 DISCUSSION AND CONCLUSIONS

The purpose of this study was to determine whether experts perceive non-disclosure agreements have an impact on their career development. This chapter discusses the key findings, contributions and limitations of the study. The chapter ends with the review of validity and reliability of the study, the limitations of the study and potential directions for future research.

5.1 Discussion

The purpose of this study was to deepen the understanding of non-disclosure agreements effects on career development of experts. More specifically, the aim was to understand how experts experience the line between trade secrets and professional skills, because from previous studies it was discovered to be blurry, and how much experts respect the NDA with former employer when they change jobs and what could be done to strengthen this respect.

The results of the empirical findings support mostly the theoretical framework and previous studies and no contradictory findings were observed. It is good to note the possibility that if the experts interviewed had a more precise understanding of the content of their non-disclosure agreement or the Trade Secret Act, their views could have been different from the answers now received. The results need to be viewed in a critical light, as the sample of the study was small and even if the sample reached saturation, a wider sample could have brought new perspectives to the responses. For this reason, it is good to emphasize that the results of the study are primarily useful only in this context and at the time when the interviews were conducted.

Non-disclosure agreement has been approached in this study from the perspective of experts who work as employees in the organization. This perspective can also be called as the "receiving party of the agreement", because usually employee is the one who only accepts the agreement and employer is the party who offers it. This perspective clearly highlighted the importance of trust between the different parties of the agreement. Expectations of the results of the study were very low, because it was

desired to avoid all presuppositions so that the interviews could be viewed from as many perspectives as possible.

According to this study, experts clearly feel that non-disclosure agreements do not hinder their career development. Experts said very directly that the non-disclosure agreements were not seen to have an impact on their career development, as it was not felt to have an impact on the transition from one job to another. It is important to note, however, that behind this experience was the ambiguity of what non-disclosure agreements actually entail, and thus the ease of career development was due in part to the stretching of the boundaries of non-disclosure agreements.

Based on the data collected from the interviews, at least the impression was emerged that non-disclosure agreements are considered a very common part of the employment contract and the relevance of the confidential information disappears during the employment relationship. Respect for the non-disclosure agreement with the former employer was seen as losing its value when changing jobs and thus personal knowledge capital was perceived as everything in one's own memory, although there may also be things in the memory that are not desirable to use in the new role.

The analysis revealed that experts mostly emphasized their own values and past experiences when considering whether they felt that non-disclosure agreements could have an impact on their career development. In light of these ideas, the effect was not seen to be emphasized. An important point in the results of the analysis was that the experts' understanding of the content of the non-disclosure agreement was somewhat incomplete, so that the agreement was not given so much weight. In this situation, in particular the employer's influence on the experts' perception of the relevance of the agreement and the responses, it was noted that the employer's policies or guidelines were not seen as influencing the experts' thoughts or were not present in the employer's organization, which caused uncertainty about the expert's rights and obligations.

5.2 Conclusions

This study examined the extent to which experts perceive non-disclosure agreements as influencing their career development and what information was understood to be

part of employer's knowledge capital. The research questions were sought to be answered with the help of a qualitative analysis and the Gioia methodology according to Grounded Theory was chosen as the research method. The analysis of the interview material collected in accordance with the Grounded Theory was started at the stage when the necessary basic information and frame of reference had been collected from the research material to form the interview questions. (Creswell, 1998; Dey, 1999; Urquhart, 2013.) After performing the data analysis, it was started to deepen the theoretical knowledge, based on the emerging themes. The theoretical framework of the study and the acquaintance with previous studies were thus based on the data collected from the interviewees and its analysis. The aim of this study was not to obtain generalizable results, but to study the phenomenon in this target group (Easterby-Smith et al., 2012).

In the interviews and data analysis, it was important to respect the opinions and ideas of the interviewed experts according to the Gioia methodology (Gioia et al., 2013). In the interviews, experts' own responsibilities were raised on several occasions and they were the starting point for discussion on several topics. Personal responsibilities were combined, in particular, with the weighting of one's own performance, the impact of the work atmosphere and organizational practices. Figure 5 presents the theoretical framework that was formed as a result of data analysis.

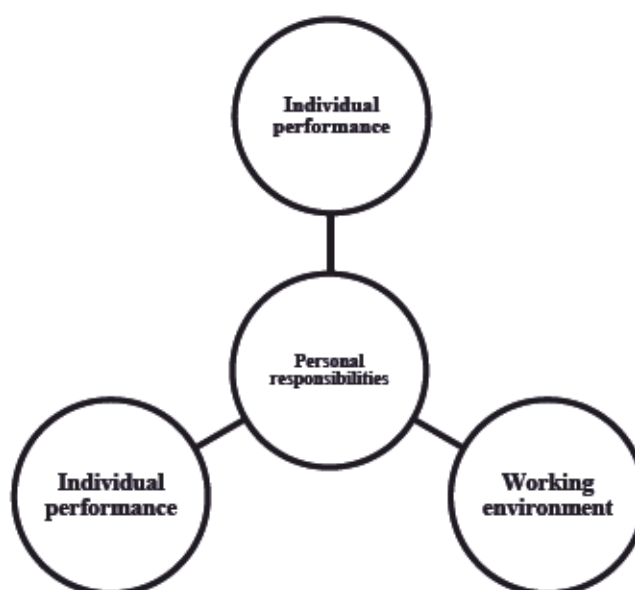


Figure 5. Theoretical framework formed as a result of empirics

Personal responsibility and external expectations were combined in several contexts with organizational practices in experts' answers. All the experts interviewed were well aware of their own responsibilities, but three out of five interviewees said that combining their own responsibilities with the organizational goal was difficult in part because the company's internal practices were not always clear. This therefore caused uncertainty among experts. When speaking about confidentiality, uncertainty arose in situations where employees did not know what would happen if they breached their non-disclosure agreement or were unsure of what their non-disclosure agreement included. However, the non-disclosure agreement should serve as a concrete reminder to the employee that the work she or he has done, belongs to the employer. The agreement should also remind employees about their obligations. (Klee 2000; Morehead, Dworkin & Callahan, 1998.)

The result of the data shows that the non-disclosure agreement alone is not enough, as its importance diminishes over time according to the experts interviewed, so continued efforts are needed to maintain a common understanding of the handling of confidential information. Based on these considerations, it is important for the employer to be in constant contact with the employees so that a common understanding is not lost and well-designed and clear guidelines improve this communication between the employer and the employee and are also key essentials when it comes to protecting knowledge capital. (Liebeskind, 1997; Baughn, et al. 1997, p. 105).

According to previous research (e.g., Nyblin, 2008; Bulgurcu, et al., 2010; Hannah and Robertson, 2014), employees are a major challenge to the disclosure of confidential information and employee's advancement in his or her career is one of the most substantial threat to the loss of the company knowledge. Because some of the experts interviewed saw the organization's practices as unclear, they had to plan their own actions based on their own values and moral. The drift of experts to use their own judgment instead of the instructions of the organization may have led to differences in the goals of the employer and the employee. The interviews revealed that these possible differences did not bother the experts and they had justified themselves their actions according to their own discretion, as there was no better guidance. Olander and Hurmelinna-Laukkanen (2015) called for the importance of well-functioning HRM systems that could create respect and understanding between the employee and the

employer already during the employment relationship and thus better protect the company's knowledge capital even after the employee's employment. According to Parijat and Bagga (2014) the relationship between the desired results of the organization and employee's personal goals is important, as it is desirable to try to find a situation where this relationship is mutually beneficial.

All attempts to protect confidential information are ultimately based on trust (Hurmelinna-Laukkanen & Gomes, 2012). The employer must trust that the employee is motivated to respect the company's confidential information. This motivation can be monitored using the Expectancy Theory model and it can be identified in which situations the employee's motivation for confidential information decreases (Vroom, 1964 via Hannah, 2007). In Expectancy theory model, individuals feel motivated to act in the requested manner, when three conditions are met. The first one is that the effort an individual experience corresponds to acceptable performance. Secondly, achieving acceptable performance results in a meaningful end result and thirdly the individual can value the achieved end result. (Isaac, et al., 2001.)

When the Expectancy theory model was used to investigate the research questions of this study, it could be argued that the most vulnerable situation to the sharing of information according to this study arose, when the significance of a non-disclosure agreement for an expert begun to wane and this situation was usually encountered at the time of the change of job. Interviewed experts stated that they did not feel to any extent that the non-disclosure agreement was slowing down or prevented their career development, but according to the results of the study, this could be seen due to the fact that the previous non-disclosure agreement was no longer given as much weight. Thus, it can be concluded that the line between the trade secret belonging to the employer and expert's personal information capital was blurred and in response to the second research question, the experts perceived as their personal knowledge capital, for example, customer relationships that would actually belong to the employer. Thus, the experts' experiences of the impact of the non-disclosure agreement on their career development were based more on their personal perceptions of their rights and obligations than the agreement itself.

5.3 Managerial implications

Information about the topic of the study is relevant for companies considering the importance of HRM systems and employee engagement of the employers. Managerial implications of the study help companies to see how they should share information on the importance of protecting trade secrets. On the basis of the study's findings, it can be stated that companies should concentrate to achieve a common understanding of policies and objectives with their experts as this can also improve the protection of trade secrets when an employee moves to new organization. Experts are seen as independent individuals in organizations, so overly strict rules and practices can be seen to lower an expert's commitment to company practices, allowing the expert to change job and organization with low threshold. Therefore, it is important to find a solution that best serves both the employer and the experts. (Meyer, 2002; Klee, 2000; Morehead, Dworkin & Callahan, 1998; Nyblin, 2008; Hannah, 2005.)

5.4 Validity and reliability

The Grounded Theory according to the Gioia methodology used as a research method was well suited for the research, as the research topic and question were context-related and their nature was subjective and constantly changing (Geiger, 2017). The interviews collected with the semi-structured interview framework were abundant and fruitful, so there was a lot of material in the content analysis. In Grounded Theory, interviews, analysis, and theory should go hand in hand and the process should be very flexible, requiring a lot of time (Gioia et al., 2013). Five interviews were made and that led into theoretical saturation, but due to the scope of the topic, the additional interviews could have gained new perspectives and could have further modified the resulting outcome and the subsequent literature review.

Valid conclusions could be drawn from the research results and they can be used at least in a similar context. A lot of time was spent going through the material and it was examined both objectively from a higher level and subjectively, bringing out the respondents own perspectives. (Gioia et al., 2013; Geiger, 2017) The validity of research results on the basis presented above was good, although Grounded Theory does not traditionally seek generalizability of results. According to the philosophical

choices of science, the phenomenon under study was very subjective and context-specific. The study used entirely discretionary sampling, but as described by Gioia et al. (2013) the results can be generalized to the contexts to which the emerging concepts are seen to have a direct connection. It may be that similar results would be obtained when examining experts in other fields who were not included in this sample.

Based on the above criteria, the reliability of the study is sufficient. However, the terms validity and reliability are better suited to describe the reliability of quantitative than qualitative research. (Tuomi, 2007, p. 150). Charmaz (2000) therefore suggests that the reliability of the Grounded Theory method should be viewed in terms of the quality of the theory formed, for example, its credibility, originality, resonance, and usefulness. The credibility of the study was good, as logical and strong links were formed between the data and the analysis. A lot of systematic comparison between categories and observations was made. The originality of the study was also good because the concepts and themes were modern, although largely deviating from the previous theory. However, as a whole, they offered new perspectives on the subject. The resonance of the study is good, as the categories reflect the richness of the phenomenon under study. The analysis succeeds in describing the interviewees' experiences and interpretations of the effects of non-disclosure agreements on their career development. The research is also useful in general for expert work as well as for further research, as it offers novel perspectives on both.

According to Gioia et al. (2013), the greatest risk is if the researcher empathize oneself for the role, position, or organization of the interviewee. This risk was recognized from the outset and efforts were made to keep open-minded atmosphere so that the material could be viewed with impartial eyes.

5.5 Limitations of the study and directions for future research

The outcome achieved in this study depended on many factors, such as the speaker, situation, phenomenon, value and experiences. The study accepted the assumptions of the interviewees, the diversity of those and the fact that the information obtained is personal and depends on the situation.

As it was decided to limit the work geographically to Finland, this study did not compare the differences between the different countries. In addition to the geographical delimitation, the backgrounds of the experts were located in only a few industries. As a result, comparisons between different industries remained limited and comparisons between several industries could have enabled more diverse research results.

The interview situation is not a relevant way to observe the factors that have influenced the career development of the interviewees, as it does not provide the overall picture of career development needed for a broader understanding of the situation. Naturally, career development may have involved factors that interviewees do not remember in the interview situation or whose impact they have not registered. However, it is appropriate to create a description, an analysis and a conclusion of the research results so that the research can be used more widely in the future research related to expert roles as well.

An interesting further study could focus on freelancers and how freelancers perceive non-disclosure agreements as influencing their career development, because this study focused only on experts who worked in employment relationship. Furthermore, a geographical comparison between the experiences of the experts could provide the necessary understanding of cultural differences, as this study also found that experts working in multinational companies had noticed differences between different cultures. Because both previous studies and this study suggest that experts seek to advance independently in their careers (Prietula & Simon, 1989), researching this independence and its impact on the organization as a whole and on business in general could provide important information for expert organizations as well as other companies employing experts.

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Appendix 1. Preliminary information form**Preliminary information form for Master's Thesis interview**

The information gathered from the preliminary information form is used to visualize the heterogeneity of the interviewees backgrounds to the reader of the Master's Thesis. The profile of each respondent is not presented individually, but the data of interviewees are presented as averages and graphs. Preliminary information will be anonymized and no individual's name will remain in the data file or published in any report. All data will be stored securely and will be deleted after the completion of the Master's Thesis. The data will be handled in accordance with the GDPR regulations.

Personal information:

Age: _____

Gender:

- ☐ Female
- ☐ Male
- ☐ Other
- ☐ I do not want to answer

Level of education:

- ☐ Basic level
- ☐ Upper secondary level
- ☐ Bachelor degree
- ☐ Master degree
- ☐ PhD

Working sector:

- ☐ Private sector
- ☐ Public sector

Current position: _____

How long have you been in your current position:

- ☐ 0-2 years
- ☐ 2-5 years
- ☐ 5-10 years
- ☐ +10 years

My interview may be recorded: ☐ Yes / ☐ No

Appendix 2. Theme interview frame

THEME INTERVIEW FRAME

THEME 1: Current role and duties

- In what industry do you work at?
- Can you describe the tasks you have in your current role?
- Earlier roles?

THEME 2: Non-disclosure agreement

- Have you signed a non-disclosure agreement?
- Do you consider that a non-disclosure agreement is a relevant part of your employment contract? If no, can you explain why you feel that?
- How has the content of the non-disclosure agreement been handled in your organization?
- Has the content of your non-disclosure agreement changed during your employment? If yes, what kind of changes have been made?
- Is it clear to you which things in your work are covered by the non-disclosure agreement? what situations could be those.
- Are you familiar with the trade secret handling procedures of your company? For example do you know what happens if you reveal secret information to someone?

THEME 3: Confidential information

- Do you hold information or expertise that no one else in your organization knows? If yes, can you pass that information to someone if you leave your current position?
- As an expert/specialist do you think that it is more important to you to spread information to others in the organization or try to keep the information as your own knowledge?
- List things that you think belong to your personal professional capital? For example, articles you have written, pictures you have taken, your current clients. You do not need to be more specific than these examples.
- List things you think are part of the employer's trade secret? Same kind of examples as in previous question, no need to be detailed. For example components.

THEME 4: Organizational culture

- Do you feel trusted in your organization?
- Can you tell me about your relationship with your supervisor or with your colleagues.
- Have you experienced the culture of the organization has influenced to your own thoughts about the importance of non-disclosure agreements?

THEME 5:

- If you change your employer, what are your strengths in job search?
- Do you think that you would search new role from the same industry you are currently working?
- If you would leave your current job and company and there would be a piece of information that would help you in a new job, what factors would influence whether or not you would use it in your new role or share information with others?
- Let's assume that there are trade secrets your current employer has. Then you move to a new role. Can you imagine situations where you maybe would reveal something you should not from your former employer? For example teaching something to your new colleague, something you no will not work
- Do you feel that the knowledge and skills you have acquired during your current job are part of your professional skills?
- Do you think your current non-disclosure agreement makes it difficult for you to make progress in your career? Can you explain why you feel like that?
- Does holding a trade secret affect to your thoughts on changing your employer? In what ways?